OKLAHOMA SCHOOL-BASED HEALTH CENTER TOOLKIT

Key steps to assist schools, health organizations, and community members build successful partnerships for planning and implementing a School-Based Health Center (SBHC) designed to increase child and adolescent access to quality health care.



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Preface

This toolkit, based on one designed by the Nevada Division of Public and Behavioral Health, is designed to assist those interested in forming a School-Based Health Center (SBHC) or a new school-based health facility in the planning and implementation phases. The aim is to support comprehensive services inclusive of primary care, preventive health, screening and lab services, pharmacy, mental/behavioral health and social services, and oral health care for youth where possible.

While some states are legislatively mandated to provide State General Funds to SBHCs, Oklahoma does not have a legislative mandate to provide state funding. Several mechanisms are available for schools interested in providing school-based health services, including mobile health units through county health departments and other partners, contracts with telehealth medical providers, and school-linked health services.

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Oklahoma School-Based Health Centers

For facilities choosing to become SBHCs, it is recommended they provide comprehensive services designed to promote optimal physical, oral, behavioral, and social-emotional health of its students. MCH recommends the use of evidence-based practices outlined by Bright Futures [https://brightfutures.aap.org/Pages/default.aspx] developed by the American Academy of Pediatrics (AAP), a United States professional association of pediatricians, to advance the quality of health promotion and preventive services for children. These SBHC comprehensive well-child visits will help Oklahoma reach its goals in improving the health and well-being of its children.

SBHCs integrate the essential components of the primary care medical home in their delivery of services. At its core, the ideal SBHC model has many key attributes of a patient-centered primary care system for children, adolescents, and their families.

Standards of care for SBHCs provide a framework for comprehensive services inclusive of primary care, preventive health, screening and lab services, pharmacy, mental/behavioral health, social services, and oral health care.

Core Competencies of School-Based Health Centers

[Retrieved 8/24/17 from: http://www.sbh4all.org/resources/core-competencies/]

The <u>School-Based Health Alliance</u>, in partnership with state affiliates and experts from the school-based health care field, developed a set of seven core competencies representing the knowledge, expertise, policies, practices, and attributes each SBHC is expected to demonstrate in its pursuit of student wellness. SBHC staff and administrators are invited to use these as a framework to achieve excellence in delivering health care in a school setting.

Access

The SBHC assures student access to health care and support services to help them thrive.

- Location: health center is located inside a facility, either fixed or in portable space, within the school building or on school campus.
- **Operations**: health center makes on-site services available whenever the school is open, or as needed, or possible, to serve the needs of the student population. Student access is heightened by policies accepting walk-ins and offer same-day appointments when possible. The school and health care facility have a clear protocol for referrals from parents/guardians/caregiver/faculty and staff.
- **Facility**: health center operates within an appropriate physical plant in compliance with laws and regulations governing health facilities, is conducive to efficient health care practice, is welcoming to students, and safeguards their privacy.
- **Consent**: health center obtains from parent/guardian/caregiver of enrolled students informed written consent covering all services, and a Health Insurance Portability and Accountability Act (HIPAA) compliant consent form, allowing the school nurse or other school health services staff to share health information with health center or other HIPAA covered entity unless, student is 18 or older, an emancipated minor, or as otherwise allowed by state law.
- After-hours care: health center puts in place a system for patients to access care when the center is not open (e.g., primary care physician on-call, nurse hotline, emergency room, urgent care center, or behavioral health crisis line).
- **Non-discrimination**: health center does not discriminate against patients based upon race, color, sexual orientation, gender, religion, national origin, age, disability, sex, health insurance status, or ability to pay.
- Other populations: health centers make services available to populations other than students or out- ofschool youth (such as faculty and/or school personnel, adult caregivers, siblings, or community members), and prioritize the care of the student body and assure their safety and privacy. This may be accomplished by offering student-only hours or organizing a separate entrance and/or waiting room area for non-students.

Student-Focused

The SBHC team and services are organized explicitly around relevant health issues affecting student well-being and academic success.

- **Comprehensive service scope**: health center delivers primary care services designed to promote the optimal social, emotional, and behavioral health of students, as well as minimize the effects of poverty, chronic disease, social determinants of health, and other adverse childhood experiences on their school success.
- Evidence-based standards: health center is guided by evidence-based standards of care on issues affecting healthy development, including strength and risk assessment, well-care exams, immunizations, obesity, poor academic performance, asthma, Attention Deficit Hyperactivity Disorder (ADHD), exposure to violence and trauma, sexual and reproductive health (when permitted by the school district), depression, substance use, oral and vision care.
- **Competence**: health center services and materials are developmentally appropriate and respectful of cultural and linguistic diversity.
- **Confidentiality**: health center protects the confidentiality of patient information as required by state and federal law when transmitted through conversation, billing activity, telemedicine, or release of medical records.
- **Patient engagement**: health center encourages students (as age-appropriate) to be effective advocates and consumers of their own health care by encouraging them to schedule their appointments, manage medications, ask questions about their care, and improve their health literacy.
- Youth advisors: health center meaningfully engages students in a variety of functions, including community asset mapping and needs assessment, evaluation of services, youth-led outreach and promotion, peer-to-peer health education, and advocacy mobilization on behalf of their health needs.

School Integration

The SBHC, although governed and administered separately from the school, integrates into the education and environment to support the school's mission of student success.

- Shared vision for student success: health center has a formalized understanding of how it collaborates with school administration, teachers, and support staff (school nurses, psychologists, and counselors) to ensure the partnership meets student needs efficiently, effectively, and seamlessly.
- **Shared outcomes**: health center partners with the school to achieve improved outcomes for students struggling with attendance, behavior, or academic performance issues.
- Integration: health center and school personnel participate jointly in the development and governance of policies, procedures, and structures supporting student health and academic achievement (school improvement, school wellness, alternatives to discipline, Individual Education Program (IEP) team, and Americans with Disabilities Act).
- **Crisis response and support**: health center serves as partner in the management of school's crisis prevention and intervention plans.

Accountability

The SBHC routinely evaluates its performance against accepted standards of quality to achieve optimal outcomes for students.

- **Quality improvement**: health center implements a quality assurance system monitoring and evaluating the appropriateness, effectiveness, and accessibility of services.
- **Satisfaction**: health center routinely assesses patient and community satisfaction with services and assess unmet needs.
- **Performance**: health center collects and reports on key performance measures, including individual and population-level outcomes, to assure accountability to partners, payers, funders, and other stakeholders.

School Wellness

The SBHC promotes a culture of health across the entire school community.

- **School climate**: health center actively promotes building-level policies and practices assuring a safe and healthy school environment for all students and staff.
- **Student body wellness**: health center advances population health and preventive services through group, classroom-based, and school-wide inclusive modalities to screen for and minimize risk factors, promote community assets, and address social determinants of health (e.g., nutrition education, trauma support groups, asthma education, physical activity, and health careers).
- **Family wellness**: health center engages parents/guardians/caregivers in health education and promotion events to promote family wellness.
- **Staff wellness**: health center assesses the health and wellness needs of school staff and offers services, such as support groups, stress management activities, and health literacy.
- **Health authority**: health center contributes subject matter expertise on health education curriculum, school wellness policies, and health-related programs and services (nutrition, physical activity, safety, discipline) supporting student well-being.

Systems Coordination

The SBHC coordinates across relevant systems of care sharing in the well-being of its patients.

- **Care coordination**: health center coordinates and integrates efforts (including exchange of health information, as appropriate) with existing systems such as primary care, behavioral health, oral health, vision providers, and health plans to improve continuity of care, reduce fragmentation, and prevent duplication of services.
- **Care partners**: health center has formal partnership referral and follow-up linkage agreements and protocols with the broader health care community to ensure access to after-hours care (e.g., primary care physician, nurse hotline, emergency room, urgent care center, or behavioral health crisis line) and coverage beyond clinical capacity including oral, reproductive, behavioral, and specialty health care.
- Parent/guardian/caregiver engagement: health center informs and educates parents/guardians/ caregivers about a child's health issues and involves them as supportive participants in the student's health care whenever appropriate and possible.

Sustainability

The SBHC employs sound management practices to ensure a sustainable business.

- Administrative systems: health center is supported by a fiduciary (or sponsor) agency providing administrative and clinical systems, including medical supervision, liability coverage, human resources, procurement of medical equipment and supplies, quality improvement, training and leadership development, health information technology, marketing, and practice/fiscal management.
- **Billing infrastructure**: health center has the capacity to collect patient revenue efficiently through use of health information management systems, dedicated administrative personnel, and policies and procedures.
- Analysis of financial standing: health center creates a business plan with financial performance metrics considering the cost of the program, expected patient volume by provider, payer source, etc. In monetizing services, consider all expenses of the program (direct and indirect), including staffing, facilities, pharmacy, administration, billing, care coordination, and health promotion.
- **Sustainable resources**: health center employs sound business models based on financial planning strategies relying on a diversity of stable and predictable funding sources, maximize patient revenue, and minimize the role of grants, to support operations for the long-term.

School-Based Health Care Models

[Content adapted from: <u>https://www.schoolhealthcenters.org/start-up-and-operations/school-health-program-models/expanded-program-models/]</u>

School-Based Health Centers

School-Based Health Centers (SBHCs), also referred to as school health centers, provide comprehensive medical and/or mental health care. Services may include physical exams, screenings, immunizations, management of chronic conditions, age-appropriate health care for adolescents, primary medical care for injuries and illness, laboratory tests, tuberculosis tests, over-the-counter medications and prescription writing, and referrals and coordination of outside services. Clinicians delivering medical care include nurse practitioners, physicians, residents, physician assistants, nurses, and medical assistants. The federal definition of a School-Based Health Center requires the facility to provide both medical and mental health services.

Telehealth Services

School-based telehealth services connect schools to healthcare providers utilizing secure and encrypted videoconferencing technology. At the school, a trained telehealth presenter serves the patient connected to an off-site provider to assess an acute medical problem or provide general primary care services. The equipment is connected to specialists who manage chronic diseases such as asthma or diabetes, provide education on nutrition, diabetes, or weight loss, and/or provide behavioral health care. Parents can participate from the school or can access the visit through any personal video-enable device such as a smartphone or iPad.

School-Linked Health Services

School-linked health services or telehealth services are most appropriate when it is not feasible, or not the best use of resources, to bring clinical providers into the school. School-linked services exist when a local community health program, such as a community clinic, has a formalized, well-coordinated linkage to one or more schools. Students and families may easily access services at the community health site, and school staff know how to facilitate needed services through a close working relationship with the community health programs.

Mobile Clinics

Mobile clinics bring health care to one or more schools using any version of vehicles, typically a specialized van, fully equipped with exam rooms and needed medical equipment. Mobile clinics may provide comprehensive medical care, oral health care, or specialty care for conditions like asthma. Mobile health clinics increase access to needed services in rural and urban areas alike, and are usually more economical than building several school-based clinical facilities.

School Nursing Programs

School nursing programs focus on the prevention of illness and disability and the early detection and correction of health problems. School nurses may assess health problems (e.g., conduct vision and hearing screenings),

deliver some health services (e.g., administer immunizations and insulin), and provide health education to students, families and staff. Additionally, they often coordinate school or district-wide health programs.

Student Counseling and Mental Health Programs

Student counseling and mental health programs provide assessments and interventions to support students' mental and emotional wellbeing. These interventions may include crisis response, individual, group, or family counseling, drug or alcohol treatment, staff consultation on student behavior, classroom-based social and personal skill development, and family supports and linkages. School social workers, counselors, psychologists, and other registered or licensed mental health clinicians provide these services. Furthermore, independent wellness centers may operate on school campuses.

Oral Health Programs

Oral health programs provide oral health assessments and, sometimes, treatments to prevent or remediate dental disease. These services range from oral health education, to assessments or dental sealant programs, to treatment of cavities. Lead personnel may include school nurses, dentists, dental hygienists and assistants. When required, specialized dental equipment may be brought into a school health center or onto a school campus in a mobile van; alternatively, specialized equipment may be located off-site, in which case the school facilitates transportation to treatment services as indicated.

Health Promotion Programs

Health promotion programs may cover a range of topics, including healthy eating and active living (obesity prevention); drug, alcohol and tobacco use prevention; communicable disease prevention and comprehensive sexual health education; violence prevention; injury prevention; and the development of positive school climate. Various staff may develop and deliver these programs, from classroom teachers to nurses to certified health education specialists. Health promotion programs can be delivered in the classroom, in a school health center, after school, or through school-wide campaigns.

Community Schools

Community schools bring a variety of essential services to provide a comprehensive set of supports, often inclusive of health services to children, adolescents, and families. A community school is a place and a set of partnerships between the school and other community resources. Community schools are centers of the community, and keep their doors open longer hours, including evenings, weekends, and school vacations.

Consent and Confidentiality

Ensuring Utilization of the School-Based Health Center

Health care providers need written parent or legal guardian consent before seeing a student for general medical care. Consent and medical history forms sent home for parental completion are often not returned. Many SBHCs conduct outreach and have parents/guardians complete the forms at in-person school registration, back-to-school nights or open houses, and other school events families attend. Increasing teacher awareness helps promote services at Parent-Teacher Conferences, IEP meetings, etc.

Information Sharing Between School and SBHC Staff

Educational information is protected by the Family Educational Rights and Privacy Act (FERPA), while health information is protected by the Health Insurance Portability and Accountability Act (HIPAA). These two pieces of federal legislation are extremely important.

School employees, including school nurses, cannot share most individual student record information with SBHC staff not employed by the school unless they have parent/guardian authorization. Schools may ask parents/guardians to complete an *authorization for the release of information* to the SBHC so the school can share relevant student health, attendance, and/or academic data. This allows the SBHC to better serve student health and academic needs in partnership with the school. SBHC staff employed by the school may share health information with other school employees, if they determine these staff have a legitimate educational interest in the student's health information.

SBHC staff not employed by the school cannot share student health record information with school staff without parent/guardian consent (or, for minor consent services, without student consent). When a teacher refers a student to the SBHC, the SBHC staff cannot report back to the teacher on the student's condition, diagnosis, or treatment plan. However, SBHCs may solicit permission from students, parents, or guardians allowing them to share health information with school staff (if appropriate) to ensure students' needs are being met, through a diverse set of supports.

SBHC staff can always provide school staff with general information and resources on relevant health issues and usage trends. Additionally, school staff can share school-wide aggregated data on attendance, behavior, and achievement.

Information Sharing Between SBHC Staff and Parents or Guardians:

Understanding HIPPA and FERPA

Under HIPAA, health information-sharing requires consent. SBHCs not run by the school (operating under HIPAA) can share general medical information with parents and guardians, for all the services for which the parent/guardian consented. When students consent to confidential services, only the student can share the related health information with the parent/guardian. SBHC staff can help foster improved communication between adolescent students and their family members, thus helping adolescents share more personal health issues directly with parents/guardians.

Under FERPA, different rules apply, as parents may access their child's school records at any time, including those health records created by school operated SBHCs. While minors may consent to certain services if the provider is employed by the school, the parent/guardian will have access to the minor's records and may learn about services provided.

The US Departments of Education (DOE) and Health and Human Services (HHS) created a guide explaining the relationship between FERPA and the HIPAA Privacy Rule, and addresses confusion on the part of school administrators, health care professionals, and others as to how these two laws apply to student records. The guide also addresses certain disclosures allowed without consent or authorization under both laws, especially those related to health and safety emergency situations. [https://studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-student-health-records].

Minor Consent

Most users of school health services are under the age of 18 years old, requiring a parent or legal guardian to consent prior to receiving care. Health care providers must understand and follow Oklahoma's minor consent laws. Certain situations allow minors to receive care in the absence of parental or guardian consent. Below are conditions where minors can seek and receive care:

• Okl. Stat. §63-2602

A. Notwithstanding any other provision of law, the following minors may consent to have services provided by health professionals in the following cases:

Any "minor" who is or has been pregnant, afflicted with any reportable communicable disease, drug and substance abuse or abusive use of alcohol; provided, however, that such self-consent only applies to the prevention, diagnosis and treatment of those conditions specified in this section.

• Okl. Stat. §63-2602

Any minor who is separated from his parents or legal guardian for whatever reason and is not supported by his parents or guardian may consent to have services provided by health professionals.

Outline of Steps to Plan and Implement a School-Based Health Center

[Contentadapted from: https://www.schoolhealthcenters.org/start-up-and-operations/partner-collaboration/]

Steps can be performed in any order. Complete guidelines found on pages 19-35

- 1. Develop a planning committee including:
 - Students
 - Parents
 - Parent Teacher Association/Organization
 - Teacher(s)
 - School Administration
 - School board member(s)

- School health services staff (school nurse or aide)
- School District staff members
- Community health services providers
- Elected officials
- Community champions
- Other interested partners
- 2. Discuss member contributions, interests, and unique strengths to SBHC planning process.
- 3. Outline committee key goals and tasks, appoint lead member, and set up meeting times.
- 4. Discuss the desire for a SBHC and the potential benefits to the students and families.
- 5. Conduct a community health needs assessment:
 - Review existing school/community health data (e.g., Oklahoma Youth Risk Behavior Survey (YRBS), local hospital or community health assessments, Oklahoma Title V Maternal and Child Health (MCH) Needs Assessment, etc.).
 - Design and conduct a youth health needs/assets survey.
 - Reach out to the National School-Based Health Alliance: [http://www.sbh4all.org/about/state-affiliates]
- 6. Discuss types of services desired/needed. This may include:
 - Medical care (e.g., yearly wellness visits, sports physicals, immunizations, sick care)
 - Health (risk) assessments (e.g., Bright Futures, Perceived Deficits Questionnaire (PDQ), Rapid Assessment for Adolescent Preventive Services (RAAPS), Adverse Childhood Experiences (ACES), etc.)
 - Health education, disease/risk prevention

- Mental health opportunities for on-site care
- Behavioral health referrals (e.g., nicotine cessation, drug/alcohol treatment)
- Case management and referral/coordination
 of care
- Other areas of need determined by needs assessment

- 7. Determine best model for SBHC:
 - School-based (on school grounds)
 - School-linked (off school grounds)
 - Mobile van/unit
- 8. Determine population the SBHC will serve:
 - Enrolled students on school campus
 - Children and youth in community (not attending school)
 - Family members of students, adult and/or siblings, including those not school aged
- 9. Engage potential provider agencies and lead agency:
 - School district
 - Local medical and dental provider(s)
 - Local mental health providers
 - School district staff members
- 10. Build local support by reaching out to the community and news media. Include students, parents, school officials, and staff members from provider agencies.
- 11. Develop SBHC staffing model, including:
 - Clinic coordinator
 - Type of medical providers/assistants (inclusive of needed specialty care)
 - Mental health clinicians
 - Receptionist/registration
 - Oral health
 - Health educators

- Insurance/public benefits enrollment and outreach
- Parent support/outreach
- Youth leaders/peer educators
- School nurse/school health partner
- Community health clinics
- Bilingual staff and materials
- 12. Discuss plan for funding (start-up costs and sustainability):
 - Projected revenues from billing for services (Medicaid, private insurers, etc.)
 - Grants
 - In-kind (e.g., space/utilities/other from school and/or provider agencies)
 - Allocations from lead or partner agencies
- 13. Determine hours of operation and staffing time.
- 14. Identify potential site and facility.

Telehealth

All community members

School district staff members

Community-based organizations

Telehealth Contractor

Public health department

- 15. Develop SBHC policies and procedures.
- 16. Solicit approval from decision-making bodies (e.g., Board of Education, lead agency Board of Directors, school district board, and school site and district administrators).
- 17. Develop a mechanism for coordinating services between agencies including cooperative agreements, memorandums of understanding, independent contractor agreements, etc.
- 18. Develop (or receive from community partners) a comprehensive resource and referral list for the SBHC.

PARTNER COLLABORATION

[Content adapted from: https://www.schoolhealthcenters.org/start-up-and-operations/partner-collaboration/]

Successful SBHCs rely on the collaborative efforts of a diverse group of partners. When drawing upon partner collective strengths, SBHCs maximize the impact on student health and academic learning.

Creating a Blueprint for Collaboration

Stakeholder initial collaborative efforts will focus on developing a mutual understanding of the shared work.

A blueprint for collaboration to include:

- A vision and mission for the SBHC
- Partner common interests and goals for SBHC services
- Clearly defined roles and responsibilities for all partners
- Decision-making and/or operational protocols for areas of intersection, such as:
 - Sharing of information
 - Sharing of equipment and facilities (if applicable)
 - o Student access to the health center
 - o Community access to the health center
- Communication systems for regularly scheduled meetings; translators or bilingual facilitators provided
- Formalized memorandum of understanding and/or letter(s) of agreement for partner accountability

Fostering Ongoing Relationship

Strong relationship building includes taking steps to:

- Identify liaisons representing the school, the SBHC, and other key partners
- Include at least one school representative on the SBHC advisory board
- Form a planning team inclusive of school and SBHC representatives, and other student support services providers
- Ensure the school and SBHC calendars are shared and kept updated
- Schedule regular, standing meetings between school and SBHC partners to discuss accomplishments, note challenges and find mutually acceptable solutions
- Ensure SBHC representatives attend school staff meetings and/or professional development sessions to provide teachers and other personnel information about the SBHC, and relevant medical and mental/behavioral health issues

The blueprint for collaboration to include decision-making and/or operational protocols for areas of intersection. These questions can help guide the conversation:

- Where on campus is the SBHC housed? How much space is needed? Is a sink or bathroom available for basic lab services?
- Who provides custodial services for the SBHC? Who pays for services?

- Who provides phone and internet access at the SBHC? Who pays for operation costs?
- Can students and other clients come to the SBHC before school, after school, on weekends, and during holidays? If a student must be seen in the SBHC during the school day, what is the best time? What classes can a student miss? How shall students be called from class to the SBHC?
- How do school health staff such as school nurses or counselors partner with SBHC staff?
- If a student is perceived to be under the influence of alcohol or drugs, are they sent to the SBHC or to the disciplinary office? If the student is sent first to the SBHC, will the school administration impose any disciplinary consequences?
- When do parents or guardians become informed about a student's SBHC visit? Do parents need to be present during services?

Community Planning Guidelines

[Content adapted from:

https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Docu ments/SBHC_Planning_ComReadinessChecklist.pdf]

The community readiness stage is an exploratory period for communities to decide whether the SBHC model will work for them. At the end of this stage, communities may opt to not move forward with the SBHC model. The approaches and activities listed are not necessarily in chronological order; communities can move through strategies in a manner which works best.

Establish SBHC Planning Authority

The initial step is to define the SBHC planning authority. Planning is typically led by representatives from public health, schools, and/or medical entities, with the support of other stakeholders. It is useful to have a lead decision maker or agency coordinating planning efforts.

Checklist for Consideration:

- Establish individual or group to lead the planning process.
- Launch processes for obtaining approval of the SBHC planning process (e.g., school board, school district, etc.) and determine how planning will need to align with the main decision makers.
- Designate a point person for planning coordination.
- If current staff do not have capacity to lead planning, hire dedicated staff to lead the efforts.

Available Resources:

- "Addressing the Needs of the Whole Child: What Public Health Can Do to Answer the Education Sector's Call for a Strong Partnership" from the Centers for Disease Control and Prevention (CDC). Available at: <u>http://stacks.cdc.gov/view/cdc/4185/</u>
- "SBHC 101: Making an Informed Decision About Starting a SBHC" from the National SBHA. Available at: <u>https://www.sbh4all.org/wp-content/uploads/2015/08/SBHC-101-Making-an-Informed-Decision-About-Starting-a-School-Based-Health-Center</u>

Convene a Planning Committee

The Planning Committee will serve as the advisory group for leadership throughout the planning process, and beyond. Members bring a variety of community perspectives, such as education, health providers, youth and parents to inform the direction of the SBHC (see page 14 for enhanced list of suggested members). This group will form the foundation of the SBHC and ensure the broader community has a voice in determining its direction.

- Establish a SBHC Planning Committee to meet regularly to guide the planning process.
- Reach out to stakeholders (e.g., school, parents, medical providers, youth, etc.) to participate in the Planning Committee.

- Ensure the Planning Committee represents the community to be served.
- Designate subcommittees to focus on a specific project or area of concern, such as community outreach, medical sponsor recruitment, etc.
- Review Oklahoma SBHC Standards for Certification and provide an overview of SBHC facilities to the Planning Committee.
- Work with Planning Committee and stakeholders to develop a shared vision and collaborative goals for the proposed SBHC.

Engage Stakeholders

A stakeholder can be anyone with an interest in the proposed SBHC and may or may not be part of the Planning Committee. The needs and interests of stakeholders are to be represented and addressed during the planning process. Identifying these groups and individuals will help tailor outreach and engagement efforts.

Checklist for Consideration:

- Work with the SBHC Planning Committee to identify community stakeholders. This list at a minimum should include parents, medical providers, school administration, and religious and cultural groups.
- Identify what each stakeholder brings to the table or what the stakeholder's role will be in the planning and/or implementation process.
- Develop a strategy for reaching out or engaging stakeholders in the planning process.

Understand the SBHC Model

Planning leadership will need to develop a full understanding of the SBHC model, including available research and requirements necessary to better understand reasons and best practices for opening a SBHC.

Checklist for Consideration:

• Review the academic literature for SBHC peer-reviewed articles.

Available Resources:

• "SBHC Resources" from the National SBHA.

Available at: <u>Resources – School-Based Health Alliance (sbh4all.org)</u>

• "The Puzzle: Piecing Together Patient Centered Medical Care and the School-Based Health Centers from the National SBHA".

Available at: http://www.sbh4all.org/resources/pcmh-and-sbhc/.

• Bright Futures from AAP. Available at: <u>https://brightfutures.aap.org/Pages/default.aspx</u>.

Assess the Need for a SBHC

A community needs assessment does not need to be a formal research project, but rather a process of collecting information to help identify specific areas and populations of need. A needs assessment will help better understand the priorities of the population to be served and can influence everything from the location of the SBHC to the types of services provided. SBHC planning is often the result of recommendations following a community needs assessment process. Many SBHC planning communities rely on grant funding to support the

planning efforts and needs assessment data is often essential in a grant application. If assessments have been done prior to planning, it is important to gather some basic information about the community and population the SBHC may serve.

Checklist for consideration:

- Gather enough information about the community to determine the need for a SBHC and, if so, the services to be offered.
- Seek out population-level data from the following suggested sources:
 - US Census Bureau
 - o Oklahoma Department of Education
 - Oklahoma State Department of Health
 - o Local public health department
 - o Other national, state, and local resources to obtain appropriate data
- Determine the appropriate methods to obtain additional information from the school and/or community (e.g., focus group, survey, etc.).
- Survey students, parents and/or teachers to establish support for a SBHC and, if they are in support, what the SBHC will look like.
- Conduct focus group(s) with students the SBHC might serve to determine the needs and preferences for the proposed center.

Available Resources:

CDC Community Health Improvement Navigator.
 Available at: <u>http://www.cdc.gov/chinav/tools/assess.html</u>

Engage and Inform Broader Community about the Proposed SBHC

Community outreach is a vital component of the planning process. Community members have vested interests in schools and are to be included in SBHC development discussions. Engaging community members in the planning process helps to establish a clear vision for student health services, identify concerns about certain services, and determine how to address possible future challenges. There are multiple ways to ensure the community is informed and has an opportunity to provide feedback about the SBHC planning effort.

- Use the needs assessment data and conversations with stakeholders to develop messaging and marketing materials in the planning process.
- Develop materials for the Planning Committee: why the group is exploring the SBHC model, what the group hopes to achieve through this planning process, and timeline for the planning activities.
- Have planning committee reach out to the groups identified in the stakeholder analysis.
- Share information about the SBHC planning process with parents, teachers, and in community settings (e.g., back to school nights, school board meetings, Parent-Teacher Association meetings, etc.).

- Ensure stakeholders, including parents, are fully informed about the proposed SBHC and have an opportunity to have their questions answered.
- Publicize the planning effort in media outlets (e.g., radio, newspaper, school parent/caregiver online portal information sharing platforms, etc.)
- Create a website or social media page for the planning effort.

Available Resources:

• "The Blueprint-One-Stop Shop for SBHCs" from the National SBHA. Become a member to access the materials. Available at: <u>http://www.sbh4all.org/resources/the-blueprint/</u>

Engaging Youth and Families in the Planning Process

Parents/caregivers and youth can offer critical support in SBHC development and service delivery, as well as support for school-based health services. Effective SBHCs recognize the necessity of parent and youth participation in decision-making processes and engage these groups in various aspects of the health center. Engaging youth and families enhances quality and operations of SBHCs and provides an opportunity for young people to become empowered about their health. It is important SBHCs develop and display cultural humility, treating all people with respect. Clinicians are to be trained to increase awareness about concepts and preferences of students and family members of diverse cultures.

Checklist for Consideration:

- Form a Youth Advisory Council with an adult ally from the school providing support.
- Include parent representatives as part of the SBHC Planning Committee.
- Ensure youth have a voice in the development of the SBHC model (e.g., location, decoration, policies, etc.).
- Ensure parents have a voice in the development of the school's SBHC model (e.g., location, policies, etc.).
- Provide opportunities for youth at the school to give or form feedback on the SBHC planning effort.
- Provide opportunities for parents to learn more about SBHC planning efforts and to voice concerns.

Available Resources:

- "Lead the Way: Engaging Youth in School-Based Health Care" from the National SBHA offers support to any person or organization committed to upholding youth voices in school health. Available at: http://www.sbh4all.org/training/youth-development/youth-engagement-toolkit/.
- "Creating and Sustaining a Thriving Youth Advisory Council" University of Michigan Adolescent Health Initiative. Available at:
 - http://www.umhs-adolescenthealth.org/wp-content/uploads/2017/02/manual-for-website.pdf.
- "Youth Participatory Action Research Curriculum" adapted for Oregon Institute for Community Research. Available at:

https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/Documents/CurriculumYPAR2014.p df.

- "<u>Consider Culture, Customs, and Beliefs</u>" are tips for clinicians designed to increase awareness about concepts and preferences of patients from diverse cultures. Available at: https://www.ahrq.gov/health-literacy/improve/precautions/tool10.html.
- "<u>Parent Engagement: Strategies for Involving Parents in School Health</u>" created by the CDC, defines and describes parent engagement and identifies actions schools can take to increase parent engagement in school health activities. Available at:

www.cdc.gov/healthyyouth/protective/pdf/parentengagement_overview.pdf

Select a Well-Considered Location for the SBHC

The priority for selecting a SBHC site location needs to maximize and sustain student access to preventive, physical, and mental and behavioral health services.

Checklist for Consideration:

- Use the needs assessment data and conversations with stakeholders to select the location.
- Evaluate the location for its suitability to host a SBHC.
- Work with stakeholders to secure approval through the appropriate procedures (e.g., school board vote) for locating the SBHC at this site.
- Begin conversations with stakeholders about the policies and minimum requirements at the SBHC location (e.g., consent for services policy, access policies, etc.).
- Contact Oklahoma SBHCs and request to visit their facilities. Inquire about bringing members of the Planning Committee and other interested parties. Contact MCH at 405-426-8085 for names and numbers to contact.

Available Resources:

- "School Health Centers" from the National Clearinghouse for Educational Facilities. Available at: http://ww2.nasbhc.org/blueprint/resource/SBHC%20Design%20Considerations.pdf
- 2010 ADA Standards for Accessible Design. Available at: http://www.ada.gov/2010ADAstandards_index.htm

Identify a Medical Sponsor

SBHCs are most often sponsored by a medical facility. This entity may be a provider, Federally Qualified Health Center (FQHC), Rural Health Clinic, local health department, or hospital. Many aspects of SBHC operations are determined by the medical sponsor, thus it is valuable to identify the entity early in the planning process.

- Identify and meet with medical entities (e.g., FQHCs, hospital, providers) about the SBHC development.
- Ensure potential medical sponsors understand the SBHC model and are committed to the community's goals and vision for the SBHC.
- Identify a medical sponsor and formalize the relationship in a written agreement.
- Ensure the Planning Committee and/or medical sponsor meet with other health care providers, such as primary care, dental, lab or mental health providers to discuss how the SBHC can coordinate patient care.

Available Resources:

• "School-Based Health Services Primary Care Features and Benefits" from the National SBHA. Available by request to the National SBHA.

Develop a SBHC Business Plan

Ensuring the financial viability of the SBHC is essential for its long-term success. Sustainability does not occur in a vacuum; when creating the business plan, look at the big picture of the SBHC operations. What services will be provided? How will clients access the SBHC? Who are the partnering agencies? Plan some of the systems needed for the SBHC, such as billing. Draw on some of the decisions and considerations the Planning Committee made to examine the financial outlook.

Checklist for Consideration:

- Create a draft business plan for at least three-years of SBHC operations.
- Ensure the draft business plan creates a pathway for the SBHC to become self-sustaining, while being flexible enough to change with external forces.
- Solicit grant funding from local, state and national public and private sources.
- Solicit funding to support the implementation stage as well as continued operational funding.

Available Resources:

- Sustainability Tools from the National SBHA contain over 20 downloadable documents. Topics include partnerships, business models, and high-quality practice. Available at: <u>https://www.sbh4all.org/?s=Sustainability+Tools+</u>.
- "Cracking the Code: How to Design a Successful Business Model for Funding and Sustainability of School-Based Health and Mental Health Services," presented by Bill Thomas. Available at: <u>http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCent</u> <u>ers/Documents/PresentationCTC.pdf</u>.

Concluding the Community Readiness Stage

The time it takes to move through the community readiness stage can vary greatly. Some communities can swiftly move into the implementation stage, whereas others may take several years. Some communities get partially through the planning stage and realize the SBHC model is not a good fit, or some may discontinue planning efforts and resume years later.

Planning a SBHC is not necessarily a linear process. Many external factors, such as funding, politics, and timing, can influence progress. Communities need to move through the strategies and activities at their own pace, allowing for stakeholders, parents, youth, school administration, and providers to have an opportunity to participate in the planning process and share concerns about the proposed SBHC.

Regardless of the outcome, a community conversation about increasing youth access to health services is always important. Even if the community decides to not move forward with the SBHC model, hopefully the community continues conversations about how to best support youth in receiving needed health care.

Implementation Phase Guidelines

[Content adapted from materials provided by the Oregon Health Authority https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Doc uments/SBHC_Planning_ImplementationChecklist.pdf]

The implementation guide is designed to help groups leading the SBHC planning process contemplate steps to include in the implementation stage. The approaches and activities listed are not necessarily in chronological order, thus communities can move through strategies in a manner which works best.

Some communities can swiftly move through the implementation period, whereas others may take up to a year. This stage can be different for each community depending on circumstances such as, local capacity, medical sponsorship, and available resources. Planning committees frequently spend this period constructing or remodeling the SBHC site, developing SBHC policies and procedures, hiring staff, purchasing medical equipment and supplies, marketing the SBHC in the community, opening the facility, and if electing to do so, applying for Oklahoma State SBHC certification.

Determine how SBHC will be Funded

SBHCs can be financed through several sources such as, public and private insurance reimbursements; local, state, and federal grants; philanthropic foundations; and in-kind contributions from schools and other partners.

Most SBHCs are sponsored by community health providers; community health providers already knowledgeable about health-related funding opportunities can help access start-up and expansion. Medical providers may be able to bill public health insurance for medical and dental care. Mental health providers can sometimes be reimbursed for counseling services delivered to students with health insurance provided by Oklahoma Medicaid/SoonerCare.

Checklist for Consideration:

- Seek opportunities from the U.S. Department of Education.
- Check into local, state, and national organizations granting funds to agencies promoting child and adolescent health and wellness.
- Obtain information and training on billing Medicaid and private insurers.

Available Resources:

- National SBHA Funding opportunities are accessible to members. Available at: <u>http://www.sbh4all.org/</u>
- U.S. Department of Education Funding- Grants. Available at: <u>https://www2.ed.gov/fund/grants-apply.html</u>

- "Forecast of Funding Opportunities under the Department of Education Discretionary Grant Programs" from the U.S. Department of Education. Available at: <u>https://www2.ed.gov/fund/grant/find/edlite-forecast.html</u>
- The Center for Health and Health Care in Schools grant resources.
 Available at: <u>http://www.healthinschools.org/?s=grants#sthash.vjIBvaSN.dpbs</u>
- FQHC grants administered by Health Resources and Services Administration (HRSA). Available at: <u>https://bphc.hrsa.gov/programopportunities/howtoapply/index.html</u>
- FQHC application procedures. Available at: <u>http://www.nachc.org/health-center-issues/health-center-growthdevelopment/</u>
- Federally Qualified Health Centers/Rural Health Clinics
 https://oklahoma.gov/ohca/providers/types/rural-health-clinics.html
- List of local foundations. Available upon request.

Determine Clinical Services and Referral Sources

The clinical services will be determined by several factors including, but not limited to: the needs of the client base, medical sponsor capacity, medical partners, and clinic space.

- Work with the medical sponsor to develop a clinical service model focused on meeting the needs of child and adolescent populations.
- Determine if the SBHC will only serve students enrolled at the school, or if siblings and/or adult family members of enrolled students, and other community members may access services as well.
- Work with other medical providers, if necessary, and the school nurse to build an integrated, collaborative system of care for SBHC clients. Ensure all partners are committed to a common vision for the SBHC and client care.
- Formalize the partnership between the sponsoring agency and school in writing (e.g., cooperative agreement, memorandum of understanding, etc.).
- Determine, through communication with school administration, the need for a school district facility use permit for SBHCs housed on school property.
- Create the necessary agreements and procedures to bill private and public insurance carriers for SBHC services.
- Formalize medical partnerships in writing (e.g., memorandum of understanding, letter(s) of agreement, etc.) Develop a structure, such as a SBHC Advisory Council, to provide continued oversight of SBHC operations and a forum for SBHC partners to continue to meet.
- Create systems to track utilization and billing revenue, and to evaluate the success and ensure ongoing quality improvement of the SBHC.
- Update parents, youth, teachers, administration, stakeholders, and planning committee members on the progress of the SBHC to ensure engagement.

Available Resources:

- Bright Futures from AAP. Available at: <u>https://brightfutures.aap.org/Pages/default.aspx</u>
- "Behavioral and Mental Health Service Provision in SBHCs from the Oregon Public Health Division." Available at: <u>https://www.youtube.com/watch?v=d8MHHcMudXQ</u>
- "The Intersection of Primary Care and Public Health through Oral Health Services for Students," from the National SBHA. Available at: <u>http://www.sbh4all.org/events/the-intersection-of-primary-</u> <u>care-and-public-health- through-oral-health-services-for-students/</u>

Determine Appropriate Staffing

SBHC staffing plan will be determined by several factors, including, but not limited to: the needs of the client base, medical sponsor capacity, medical partners, and clinic space.

Checklist for Consideration:

- Review the data gathered during the needs assessment to define types of providers and services necessary to meet client needs.
- If a medical sponsor is unable to provide certain types of services (e.g., mental health or dental), seek partnerships with providers able to offer services onsite or provide referrals.
- Outline balance of provider and service levels with ability to sustain staffing through grant funding and public and private insurance reimbursement.
- Recruit providers with training, background, and desire to work with the client populations to be served.
- If necessary, explore potential provider recruitment strategies with medical sponsor and partners.

Available Resources:

- HRSA Loan Repayment from HRSA. Available at: https://nhsc.hrsa.gov/loan-repayment
- "National Health Service Corps Loan Repayment Program" from DPBH. Available at: <u>https://bhw.hrsa.gov/funding/apply-loan-repayment</u>

Develop Policies Promoting Clinical Quality

SBHC policies are written by the medical sponsor but are to be drafted with participation from the Planning Committee and/or partners.

- Develop policies and procedures specific to the SBHC and the population it will serve.
- Obtain feedback from the Planning Committee and other stakeholders on draft policies ensuring the guidelines support the joint vision.
- Review relevant state and federal laws related to minor consent, HIPAA and FERPA. Ask school or medical legal counsel to review policies, if necessary. [Refer to the Consent and Confidentiality Section on pages 8-9].

- Develop policies, procedures, and necessary forms to support clinical referrals and information sharing among partner agencies.
- Provide access to insurance information for US and non-US born students.
- Determine if the SBHC will have unique consent forms or use the sponsoring agency's forms. Some facilities have developed several consents specific for use with children, adolescents, and adults.
- Develop an insurance information form if not using one generated by the sponsoring agency.
- Provide access to insurance information for U.S. and non-U.S. born students.
- Determine the type of risk assessment tool to use for adolescents focused on physical, emotional, and behavioral health. Ensure questionnaires contain materials for students in various stages of development (e.g., older children, adolescents, and young adults).
- Ensure policies are signed and dated by the appropriate signatory within the medical sponsor organization.
- Determine if the school district requires indemnification and subrogation agreements.
- Purchase liability insurance for the SBHC.

Available Resources:

- Access Policy and Procedure Templates by joining the National SBHA. Available at: <u>http://www.sbh4all.org/about/membership/</u>
- School Based Health Alliance Telehealth Resources. Available at: <u>https://www.sbh4all.org/resources/telehealth-resources/</u>
- "Bright Futures Adolescence Tools" from AAP. Available at: <u>https://www.aap.org/en/practice-management/bright-futures/bright-futures-materials-and-tools/bright-futures-tool-and-resource-kit/bright-futures-adolescence-tools/</u>
- Adolescent Health Initiative SBHC Starter Guides to improve access to care. Available at: <u>http://www.umhs-adolescenthealth.org/improving-care/school-based-health/</u>
- "The Rapid Assessment for Adolescent Preventive Services (RAAPS) from Possibilities for Change. Available at:

http://www.possibilitiesforchange.com/raaps/

- Oklahoma Minor's Consent to Medical Treatment O.S. 63 §2602 Available at: <u>Oklahoma Statutes (oklegislature.gov)</u>
- "Joint Guidance on the Application of FERPA and HIPAA" from the U.S. DHHS and DOE. Available at: <u>https://studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-</u> <u>student_health_records</u>
- "HIPAA/FERPA 101" from Building Healthy Futures and Baird Holm, LLP. Available at: https://www.youtube.com/watch?v=OvMZQZ-Rzec

Maximize Resources for the SBHC Build Out

SBHCs vary considerably in size, design and capacity. Schools may have different regulations related to facility construction or renovation (e.g., open bid process, etc.). Check with school facilities staff to become familiar

with requirements. Plan on making this contact early since construction often takes longer than anticipated. Evaluate if renovation or construction is necessary or if existing resources can be used.

Checklist for Consideration:

- As needed, seek funding for construction or renovation costs.
- Review proposed floor plan with Planning Committee and stakeholders to ensure it meets youth and partner needs and supports the joint vision for the SBHC.
- Ensure clinic facility design promotes the comfort and confidentiality of youth clients (see "Ensure clinic is youth friendly" strategy, below).
- Follow required local processes for selecting contractor(s).
- Obtain required local permits (e.g., city, county, etc.).
- Designate point person to monitor construction timeline and progress.

Available Resources:

 2010 ADA Standards for Accessible Design. Available at: <u>http://www.ada.gov/2010ADAstandards_index.htm</u>

Ensure the Clinic Space is Youth-Friendly

It is essential to ensure youth feel comfortable utilizing the SBHC. Creating a youth-friendly clinic might include bright paint colors, relatable music, casual staff dress code, bicycle racks, evening and/or weekend hours of operation, etc. Youth-friendly facilities involve looking at clinic policies, selection of providers, services, and workflows to ensure the clinic is a space where children and adolescents are comfortable, want to return to, and recommend to their friends.

- Talk with several youth at the school about what youth-friendly services means to them.
- Ensure the clinic has thoughtful policies and workflows in place related to clinic access, confidential services, referrals, and consent.
- Confirm providers have training and background working with children and adolescents.
- Ensure clinic space is designed to protect client privacy and confidentiality (e.g., appropriate soundproofing is in place).
- Guarantee clinic policies encourage parental involvement, wherever appropriate.
- Ensure clinic space reflects feedback provided by youth to ensure comfort and a welcoming feeling.
- Once the clinic is open, evaluate efforts through patient satisfaction surveys and/or client focus groups which include administration, teachers, school nurses, medical providers, parents/caregivers, and students.

Available Resources:

- Youth Engagement Toolkit from the National SBHA. Available at: <u>http://www.sbh4all.org/training/youth-development/youth-engagement-toolkit/rationale-for-youth-engagement</u>
 - "Best Practices for Youth Friendly Clinical Services" from Advocates for Youth. Available at: https://www.advocatesforyouth.org/?s=Best+Practices+for+Youth+Friendly+Clinical+Services
- "Drawing a Picture: Adolescent Centered Medical Homes" from the University of Michigan Adolescent Health Initiative's Teen Advisory Council. Available at: <u>https://www.youtube.com/watch?v=vAu5ad82718</u>
- Access to all youth-friendly materials created by the Adolescent Health Initiative the University of Michigan. Available at: <u>http://umhs-adolescenthealth.org/improving-care</u>

Ensure Clinic has Appropriate Supplies

The SBHC medical sponsor will need to make sure the SBHC has appropriate supplies for daily operations. If the medical sponsor does not have sufficient resources to purchase and/or donate supplies, consider reaching out to other health systems or providers to learn of willingness to donate surplus supplies or equipment. A fully supplied clinic will need to consider refrigerators to store vaccinations and have equipment for laboratory testing, including appropriate sink and bathroom facilities.

Checklist for Consideration:

- Purchase appropriate equipment to provide immunizations, as required by the Oklahoma Vaccines for Children (VFC) program.
- Enroll the SBHC in the Oklahoma Vaccines for Children (VFC) program.
- Obtain an Oklahoma Clinical Laboratory Improvements Amendments (CLIA) certificate appropriate for the SBHC lab, if lab services will be provided.

Available Resources:

- "Ready? Set? Test!" from the Centers for Disease Control and Prevention. Available at: <u>https://www.cdc.gov/labquality/docs/waived-tests/ready-set-test-poster.pdf</u>
- Oklahoma VFC Vaccines for Children Program.
 Available at <u>https://oklahoma.gov/health/services/personal-health/immunizations/provider/vaccines-for-children-vfc-program.html</u>

Ensure Appropriate Data and Billing Capabilities are in Place

Electronic health records (EHRs) are a critical tool for SBHCs. EHRs enable SBHCs to participate in health information exchange which will assist SBHCs with the care many students receive in a community setting.

SBHCs can bill Medicaid programs and private carriers for many of their services. The billing process is timeintensive, but can provide a sustainable funding source. Information sharing and billing are critical to SBHC sustainability and patient care. Work with the medical sponsor, partners, and state and federal agencies to ensure the appropriate data and billing capabilities are in place before the SBHC opens.

Checklist for Consideration:

- Obtain information and training on billing Medicaid and private insurers.
- If multiple partners (mental health, dental, physical heath) are providing care at the SBHC, determine policies, workflows and agreements for sharing information between partners, EHR, and billing systems.
- If the medical sponsor is a FQHC Clinic, they may need to file a scope of project change with HRSA.

Available Resources:

- "Billing and Coding Training" by SCHA-MI Consulting Services. Available at: <u>https://www.youtube.com/watch?v=pUngkIr7W-w.</u>
- "OCHIN Epic Health Assessment/Episode Training." Available at: <u>https://www.youtube.com/watch?v=8dXe0HiOndg</u>

Develop a Marketing Plan

Marketing is necessary for long-term SBHC sustainability. During the community readiness stage, inform the school and broader community about SBHC planning. However, the implementation stage is when the Planning Committee and other stakeholders begin to promote the SBHC among potential clients. Marketing strategies may include, print materials, radio and online media, school events, parent-teacher meetings, school online portals, etc. Promotion must continue on an ongoing basis to reach the client population.

- Engage students at the school in the development of marketing strategies and materials.
- Develop a marketing plan utilizing information gathered during the needs assessment and through conversations with youth and other stakeholders (see below for marketing resources).
- Set up SBHC website with general information to minimize need for frequent updates.
- Ensure website is linked to appropriate partner websites, such as school, medical sponsor, local public health, etc.
- Establish marketing goals with immediate and long-term timeframes; provide bilingual materials.
- Evaluate success of marketing campaign.
- Ensure SBHC has signage, at the clinic, and, if possible, at the school.
- Signage ought to clearly advertise hours of operation and how to obtain care outside of SBHC operating hours, inclusive of bilingual content.
- Schedule SBHC open house and tours as part of back-to-school night, student orientation, parent night, health fair; etc.

Available Resources:

• "Opening a SBHC-A How to Guide for West Virginia" from Marshall University. Pages 65-74. Available at:

https://livewell2.marshall.edu/MUTAC/school-health-centers/tools-resources/administrative-toolkits/

 Beaverton High School School-Based Health Center Promo from Virginia Garcia Memorial Health Center and the Beaverton High School Business/Marketing class. Available at: <u>https://www.youtube.com/watch?v=97jjZAaL3ns</u>

Sustainability Planning

[Content adapted from: https://www.schoolhealthcenters.org/start-up-and-operations/partner-collaboration/]

1. Provide appropriate services to the target population(s).

It is crucial to:

- Examine existing school and community health data to identify health needs in the school community before launching services. Assessments ought to be conducted annually.
- Conduct initial and periodic surveys with students, parents/caregivers, school staff, school nurses, and other school health personnel, to assess student and SBHC client health needs.
- Map existing school and community health resources and assets to avoid duplicating services. This data will help identify services provided and help answer questions, such as, whether clinical services should be extended to the neighborhood population younger than kindergarten age, and, how services will be structured to ensure adolescents have appropriate confidentiality (e.g., adolescent-only hours).

2. Develop clear operating agreements and shared goals with the school.

One of the most important factors in utilization of SBHCs is active support and ongoing referrals from school administrators and staff. While most SBHCs are authorized under a general memorandum of understanding between the school district and sponsoring organization, few have a clear operating agreement with school site leadership. Agreements may:

- Outline expectations, common interests, and goals for SBHC services.
- Clearly define systems for communication between school and SBHC leadership.
- Clarify responsibilities and protocols for school staff and SBHC providers in areas overlapping, such as, referral mechanisms and hours of student appointments. Developing, and periodically checking, an operating agreement will also build a stronger partnership.

3. Align SBHC enrollment with school registration.

Many SBHCs can educate and enroll students at in-person school registration, or by including SBHC information and enrollment forms in school registration packets. Some SBHCs find school events (e.g., back to school night, parent-teacher conferences, IEP meetings, open house) are ideal opportunities to get students and family members enrolled at the SBHC. Forms are to be translated into commonly read languages and staff interpreters are to be available to help families complete enrollment forms in person or over the phone.

4. Cultivate and engage youth leaders in promoting the SBHC.

Students can bolster outreach and promotion of school health services. Youth are to be engaged in planning service delivery as their insights are critical to developing responsive adolescent services. As SBHC clients, students can serve as an effective conduit between the SBHC and new clients, especially when enthusiastic about the services and programs provided by the health center. Youth are a key resource in promoting a positive

image of the SBHC for their peers by highlighting safety, friendliness, and trust. When youth engagement is prioritized, SBHCs gain the added advantage of having passionate advocate-clients.

5. Conduct health insurance outreach and enrollment.

Increase billable services by helping clients get enrolled into health insurance. Train SBHC staff, or identify partner agencies, to serve as certified application assistants to help families complete the Medicaid enrollment process. Ensure outreach and enrollment efforts meet the needs of the SBHC community (e.g., offer enrollment assistance in the evening, application staff are to speak dominant languages). If clients get (re-)enrolled in health insurance through the SBHC, it is more likely the SBHC will be selected as the primary care provider, enhancing opportunities for reimbursement. Be sure to develop an agreement with the school district to outline the SBHC role in conducting outreach and enrollment with students and families.

6. Collect data on SBHC quality of care and patient outcomes.

The ability to accurately gather SBHC data and track outcomes is directly related to securing and sustaining grant funding, and may enhance other payments based on clinical quality measures. EHRs or another data collection tool can be effective for tracking outcomes. Demonstrate how the SBHC provides high-quality care by conducting satisfaction surveys, offering comment boxes, and holding focus groups with students, families, and school staff.

7. Participate in student support and school safety efforts.

Increase referrals to the SBHC and become indispensable to the school community by closely supporting other student initiatives. There are many ways to become involved:

- Join the school's student success team.
- Take a lead role in the school's wellness and safety plan.
- When the SBHC is inside the school, help monitor the hall during passing periods.
- Support violence/bullying prevention efforts by modeling and upholding student behavior guidelines.
- Become involved in efforts to improve school climate and reduce absenteeism, not only by delivering related clinical services to targeted students, but also by participating in planning committees.

8. Conduct health outreach and education with families, school staff, and the community.

Providing health education and screenings in the school, as well as the community, can bring in new patients who did not previously know about the SBHC. Some clinics offer health activities at existing events, such as open house or parent night, while others host their own events such as student health fairs or peer health education programs. SBHCs can offer staff wellness events to build support and increase referrals. It is valuable to engage clients, including students and adults, in planning and implementing the events to ensure community needs are met, and to maximize participation.

9. Train, support, and retain SBHC staff. Invest in providing professional development for staff to become youth-friendly and culturally competent, feel valued, and stay with the SBHC.

Staff turnover can be expensive, reduce productivity, and disrupt continuity of care. Ensure staff are crosstrained for an efficient, seamless system of care. Many SBHCs benefit most from peer learning and problemsolving with other SBHC staff. Look for partnerships to develop a volunteer and intern-based model to increase staffing. SBHCs can augment medical, mental/behavioral health, and dental services with trainees, including nursing students, medical residents, social work interns, dental, and dental hygienist students.

10. Seek collaborative funding opportunities.

Augment third party billing with grants to fund health education, youth development, and other programs prioritized by students and school staff. Share SBHC funding needs with school leadership to help identify grants for which the school district or other SBHC partners could apply, such as afterschool or violence prevention grants.

Accessing Services

[Content adapted from materials provided by the California School-Based Health Alliance https://www.schoolhealthcenters.org/start-up-and-operations/start-an-sbhc/from-vision-to-reality/]

How Students Visit the SBHC during Class Time

SBHCs support student success in school, which means addressing absenteeism and minimizing missed classes. Every effort is made to schedule SBHC appointments so students do not miss core classes. When students need to miss class for appointments, school and SBHC staff work together to create a schedule posing the fewest problems for students and teachers. [See Consent and Confidentiality section, page 8-9, for further discussion about how students access clinic services].

Students and Health Insurance

Uninsured students can receive services at a SBHC. Depending on school district guidelines, payment may be offered on a sliding scale basis. If insured, most SBHCs accept Medicaid and some bill private insurers. This allows SBHCs to refer students for follow-up care within the appropriate insurance provider network, as well as allow the SBHC to bill the student's health insurance company to bring in revenue to secure sustainability. SBHCs will not collect insurance information or bill an insurance carrier if doing so would breach student confidentiality.

Students Already Seeing a Medical Provider

SBHCs serve all students, even if they already have a doctor or primary care provider. In many cases, the SBHC encourages students to see their primary care provider, if possible, for improved continuity of care.

School Staff Receiving Services at the SBHC

As SBHCs decide whether to offer services to school staff, issues to consider are: ability to bill health insurance carriers and the need to ensure student privacy. Since school staff usually have health insurance and an assigned primary care provider outside the SBHC, most SBHCs provide limited or no clinical services to staff. Common staff services include flu vaccines, TB tests, and minor first aid.

Community Members Receiving Services at the SBHC

Some SBHCs offer services to student family members, or even to the community at large. As SBHCs decide whether to offer services to community members, they consider a range of factors, including, but not limited to: school security arrangements; type of sponsoring agency operating the SBHC; the clinic's ability to bill health insurance carriers; and expressed desires of the students, school, and local community. If a SBHC is open to the community, systems need to be in place to ensure confidentiality and privacy. Often, SBHCs serving community members have two entrances: one inside and one exterior to the school.

Difference between SBHC Staff and School Clinical Staff

School clinical staff, including school nurses, school psychologists, and school social workers, are school employees. Their primary responsibility is to provide a core set of mandated school health services, which may include hearing, vision, and scoliosis screenings, as well as health-related special education services. School nurses can provide first aid, and dispense or administer prescription medications with orders from the primary care provider, but cannot diagnose conditions or write prescriptions.

SBHC staff are licensed to provide a broader range of health services. Advanced practice clinicians, such as nurse practitioners and physician assistants, provide primary care services, including routine check-ups, diagnosis and treatment for illness or injury, and, at some SBHCs, certain reproductive health services.

Dentists and dental hygienists provide oral health services. At some SBHCs, oral health services may be limited to preventive care such as cleanings, sealants, and varnishes, while at others, restorative therapies such as fillings may be available.

Both school clinical staff and SBHC staff contribute to student health, academic success, and overall wellbeing, within their distinct roles. Clear written policies outlining position-specific responsibilities are helpful to ensure the best possible partnership.

APPENDICES

APPENDIX A

MOUs/MOAs/Templates

BETWEEN CLARK COUNTY SCHOOL DISTRICT AND [Insert name of sponsoring agency] FOR SCHOOL-BASED HEALTH SERVICES

[Document provided by Clark County School District. Not to be replicated in absence of school district support and legal consultation.]

This Agreement ("Agreement"), is made by and between the Foundation for Positively Kids, an Oklahoma non-profit 501 (c) (3) corporation ("Provider"), and the Clark County School District, a political subdivision of the State of Oklahoma ("District"). Provider and District may be individually referred to as the "Parties."

RECITALS

WHEREAS, Provider desires to operate and provide School-Based Health Services ("SBHS" or "services") to the students of the Clark County School District, including but not limited to, acute and chronic care, health education and prevention, immunizations, sports physicals, and health maintenance services, conditioned upon approval by the District, with parental consent;

WHEREAS, the Parties desire to enter into this Agreement for Provider to utilize designated school site or sites agreed upon and approved by the District, to be called "School-Based Health Centers" (or "SBHC"); and

WHEREAS, the Parties agree that SBHS shall be provided to students attending Clark County schools, those in need of immunizations for enrollment, and younger siblings who reside in the same household or transient location of a student enrolled in the Clark County School District ("Eligible Children");

NOW THEREFORE, in consideration of the mutual promises herein contained, above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein as follows:

1 <u>**Term**</u>.

This agreement shall run no longer than September 30, 2021. The Parties may mutually agree to renew the Agreement at any time. Any renewal, amendment or modification must be accomplished in writing and executed by the Clark County School District Board of Trustees.

2. <u>Premises</u>.

2.1. Description of Premises. This Agreement shall be for use of the premises of an approximate 1,250+ square foot building as shown on Exhibit "A" located on a parcel known as 4145 Jimmy Durante Boulevard, Las Vegas, Oklahoma 89122, Assessor's Parcel Number 161-21-501-002 (the "Premises," as shown on Exhibit A) adjacent to the District school commonly known as Cynthia Cunningham Elementary School ("School").

2.2 Provider is solely responsible for its operating expenses, including, but not limited to, office supplies, medical supplies and disposal of medical waste. The District shall not pay or become obligated to pay, because of or in connection with this agreement, the Provider's operating expenses. Provider is responsible for the payment of any Federal, State or Local assessed taxes, based on the operation of the business or for services provided at the Premises including, but not limited to, employment taxes for staff, business taxes, or taxes related to professional or business licenses. Provider shall be responsible for and shall pay prior to delinquency, any taxes and/or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against its fixtures, furnishings, equipment, personal property or its Alterations, and on Provider's interest pursuant to this Agreement, or any increase in any of the foregoing. To the extent that any such taxes are not separately assessed or billed to Provider, Provider shall pay the amount thereof as invoiced to Provider by District. Provider shall also be responsible and pay for any personal property, sales, use or income taxes associated with Provider's use or occupancy of the Premises and any insurance required to be carried by Provider under the Agreement.

2.3 Provider is responsible for payment under or for any easements, licenses, permits, operating agreements, declarations, restrictive covenants or instruments relating to the Premises and/or School necessary due to Provider's activities.

2.4 By taking possession of the Premises, Provider accepts them "AS-IS," as being in good order, condition and repair and the condition in which District is obligated to deliver them and suitable for the Permitted Use and Provider's intended operations in the Premises, whether or not any notice of acceptance is given. District makes no representation that the Premises are suitable for the anticipated use by Provider.

2.5 Premises - Provider's Rights and Obligations.

 $\overline{2.5.1}$ Any damage caused by or repairs necessitated by any negligent or intentional act of Provider, including, without limitation, any authorized agent, invitee or visitor of Provider (each, a "Provider Party") may be repaired by District at District's option and Provider 's expense. Provider shall immediately give District written notice of any defect or need of repairs in such components of the Premises, after which District shall have a reasonable opportunity and the right to enter the Premises at all reasonable times to repair same. District's liability with respect to any defects, repairs, or maintenance for which District is responsible under any of the provisions of this Agreement shall be limited to the cost of such repairs or maintenance. District shall have no liability by reason of any injury to or interference with Provider's business arising from the making of repairs, alterations or improvements in or to any portion of the Premises and/or School or to fixtures, appurtenances or equipment in the Premises.

2.5.2 Provider shall at all times during the Agreement Term, at Provider's expense, maintain all parts of the Premises that are within the exclusive control of Provider in a good, clean and secure condition. Provider shall at Provider's expense also perform regular removal of medically related trash and debris. Notwithstanding anything to the contrary contained herein, Provider shall, at its expense, promptly pay for District's repair of any damage to the Premises resulting from or caused by any negligent or intentional act of Provider or Provider's Parties. Nothing herein shall expressly or by implication allow Provider to prohibit District's agent or contractor to affect any repairs or maintenance required.

2.5.3 Provider shall not, without the prior written consent of District, (a) assign, transfer, sublet, mortgage, hypothecate, or encumber this Agreement or any estate or interest herein, whether directly, indirectly or by operation of law, (b) permit or take any action which would result in any other entity to become a Provider hereunder, (c) sublet any portion of the Premises, or (d) permit the use of the Premises by any party other than Provider.

2.5.4 Provider shall comply with the Premise Requirements ("Requirements") of the Premises and the signage criteria, and all such modifications, additions, deletions and amendments thereto as District shall adopt.

2.5.5 Provider shall be granted the privilege of the use of the parking area adjacent to the Premises for Provider's employees and visitors only and such rights are not transferable without District's approval. The use of such parking facilities shall be subject to such rules and regulations as District may adopt from time to time for the use of such facilities. Any additional parking areas Provider wishes to utilize shall be subject to District's approval and sole discretion. Provider may not charge a fee for parking.

2.6 <u>Premises - District's Rights and Obligations</u>

2.6.1 District shall have responsibility for the performance of preventive maintenance, repair and replacement of the heating, ventilation and air conditioning (HVAC) systems serving the Premises.

2.6.2 District shall pay directly when due for all gas, heat, air conditioning, light, power, telephone and data, sprinkler charges, cleaning, and other utilities and services ("Services") used on or from the Premises and/or School, together with any taxes, penalties, surcharges or the like pertaining to those services.

2.6.3 The District is responsible for all expenses of the adjacent sidewalks, driveways, parking and service areas, including, without limitation, expenses related to security, fire and other alarm systems, custodial services (daily), window cleaning, solid waste removal (except medical waste removal which shall be the responsibility of Provider), Premises and/or School exterior maintenance, landscaping and expenses related to the administration, management and operation of the School, shall be the obligation of the District.

2.6.4 District may, without restriction, sell, assign or transfer in any manner all or any portion of the Premises, any interest therein or any of District's rights under this Agreement and then District shall automatically be released from any further obligations hereunder.

2.6.5 District hereby reserves and shall have the following rights with respect to the Premises and/or School, (a) to make inspections, repairs, or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, during the last six (6) months of the Term.

3. **Operation Rules and Regulations**

3.1 Each Party shall observe and enforce all established rules and regulations of the other in connection with the operation of this service. Provider is solely responsible for obtaining and maintaining all applicable licenses and permits, meeting all federal, state or local laws and regulations related to the operation of a medical practice and/or medical services in the State of Oklahoma, provided that District shall cooperate with Provider to provide any assistance reasonably necessary to obtain any such licenses and permits.

3.2 Provider shall use the Premises only for the Permitted Use herein (the "Permitted Use") and shall not create or permit any nuisance, unreasonable interference or disturbance to the District or its neighbors. Provider shall at its sole cost and expense strictly comply with all applicable governmental laws, ordinances, rules, requirements and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, together with all rules which may now or hereafter be adopted by District.

3.3 This Agreement does not constitute a partnership, joint venture, co-op, or other form of relationship between Provider and District. Provider has sole control and responsibility for operation of the SBHC.

3.4 Provider shall obtain and maintain adequate funding to operate the SBHC. District has no obligation to fund the operations of the SBHC. Provider shall demonstrate to the District reasonably sufficient evidence that Provider possesses sufficient funding to operate the SBHC prior to District's decision to execute this Agreement. Should Provider fail to obtain the necessary funding, District is under no obligation whatsoever to execute this Agreement or to fund, pay for or reimburse expenses of the SBVS and/or SBHC.

4. <u>Indemnity</u>

4.1 SBHS delivered by Provider will be provided at no risk, cost, or obligation to the District. To the fullest extent permitted by law, the Provider shall protect, defend, indemnify, and hold harmless, District from and against all liability, claims, actions, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs arising out of or resulting from the Provider's performance of this Agreement, save and except those claims directly related to the sole, willful misconduct of District.

4.2 In any and all events, the District's liability shall be limited to the maximum allowed under NRS Chapter 41, and other applicable laws.

5 Insurance

5.1 Provider will obtain, maintain in full force and effect and provide certificates to District throughout the term of this Agreement, evidencing the following insurance coverage on the forms and in the amounts not less than:

5.1.1 Provider shall maintain in full force and effect, a policy of commercial general liability insurance, including but not limited to, contractual indemnity coverage in the combined single limit amount of not less than \$3,000,000 for each occurrence. The aforesaid policy shall be in the form and content issued by a carrier with a current A.M. Best Company rating of at least A VII and shall be written as a primary policy and not contributing with or in excess of the coverage, which the customer may carry. Provider's general liability policy must cover liability for abuse, molestation and corporal punishment and must cover the acts or omissions of Provider's Party or Parties, employees, affiliates, volunteers, patients, parents and guardians and any and all other persons on or in District's Premises for purpose of Provider's permitted use. The general liability insurance shall name the District as an additional insured. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.

5.1.2 Professional Errors & Omissions/Malpractice Liability in an amount no less than \$1,000,000 each claim, \$3,000,000 aggregate, covering not only the supervising physician, attending physician but also the staff and volunteers providing care and or services at the SBHC.

5.1.3 Statutory Workers Compensation/Employer's Liability Insurance in compliance with NRS chapters 616A to 616D. Employer's Liability shall be in the amount of not less than One Million Dollars (\$1,000,000), and include a waiver of subrogation in favor of District, the Board of Trustees and their successors or assigns, officers and employees.

6 **Provider Services and Responsibilities**

6.1 Personnel (doctor, physician assistant, nurse practitioner, registered nurse, mental health medical provider, therapist, counselor, social worker, optometrist, optometrist assistant, clerical staff) as appropriate.

6.2 Medical services will only be provided to Eligible Children with prior consent from a parent or guardian.

6.3 Operation of health care clinics providing, but not limited to, primary care pediatric medical services, including well-child exams, school and pre-school physicals, mental health screening and targeted group therapy, vision screening, pre-participation physicals, minor illness and injury evaluation and treatment, chronic illness evaluation and treatment, and vaccinations may be provided, conditioned upon approval by the District.

6.4 Targeted mental health services of mental health screening and group therapy by licensed professionals, as well as referral to pediatric psychiatric services and assistance with referrals to community resources when indicated. Close communication will be maintained with the Primary Medical Provider throughout the course of the services to maintain the medical home and shared responsibility. Provider shall provide a roster of persons who will be present at the schools, to be categorized by employees, subcontractors and volunteers. This list shall be provided to the Office of Special Education Related Services.

6.5 The SBHC Primary Provider who is a Party to an agreement of any kind (Contract, Agreement, Memorandum of Understanding or Letter of Understanding) with the District for SBHS shall be designated as the "Primary Provider" and shall assume total liability of their own board members, officers, employees, agents, guests, visitors, volunteers, subcontractors and anyone else who

is providing medical services at the SBHC on District property. This assumption of liability shall cover all of the SBHC Provider's subcontractors and employees providing work and/or services in any capacity.

6.6 The SBHC Primary Provider must submit proof of proper insurance for all services provided at the SBHC for review by District Risk Management. This insurance shall include professional liability, medical malpractice and other insurance as deemed necessary by District. The SBHC Primary Provider shall be responsible for obtaining all relevant insurance documentation requested by District for any and for any entity providing services of any kind at the SBHC. Should any services be provided by any personnel not paid by Provider, Provider will require such personnel, including, but not limited to volunteers, student interns, and student nurses to maintain insurance detailed above, and provide evidence of same to District.

6.7 The SBHC Primary Provider shall verify that all subcontractors and employees requiring a license have valid appropriate licenses for the services they are providing on District property. The responsibility shall be on the SBHC Primary Provider to document and verify appropriate licensing of his/her own staff and any subcontractors. The SBHC Primary Medical Provider, subcontractors and employees shall submit a certification that they have valid and appropriate licensing prior to providing any medical services at the SBHC.

6.8 All staff and subcontractors shall submit to a background check consistent with their professional licensure. The background check results for each individual working at the SBHC shall be reviewed by the SBHC Primary Provider. Only individuals that have had their background check results reviewed and approved by the SBHC Primary Provider shall be allowed to work on District property. This requirement shall be applied to all staff, whether or not they are required to hold a medical license. The costs of this background check shall be borne by the SBHC Primary Provider and not District nor the school.

6.9 Services will be provided free of charge to any "Eligible Child" utilizing the services provided at the SBHC. Private insurance, Medicaid and Oklahoma Check-Up may be billed by the Provider.

6.10 The days and hours of services will be communicated to the District on a monthly basis on the last day of each month.

6.11 These services will not include reproductive services or family planning. Students in need of these services will be referred to appropriate outside providers.

6.12 Provider will provide a mid-year and annual written report to the District, using provided data collection tool detailing information such as types of services delivered and numbers of students and school sites served. This information will be collected twice yearly from July 1 through December 31 and January 1 through June 30 with reports due by the end of the following month. This information will be utilized to prepare an annual report for the Board of School Trustees.

6.13 Provider shall comply with all District rules and regulations, as well as federal and state laws governing the activities of District. Provider will comply with all federal and state laws, rules and regulations, licensing and permitting requirements and other authorities governing the provision of

medical care, medical practice, medical services and the activities of medical clinics and specially but not exclusively, the medical services provided by Provider under this Agreement.

6.14 Any SBHC provider that provides any services on District property shall provide proof the appropriate and current licensing with the appropriate medical board or licensing agency to CCSD.

6.15 Provider will provide written notice to District Related Services Department of any publicity taking place at, or referring to the services/operations at least 24 hours prior to the event.

7. District Services and Responsibilities.

7.1 Allow Provider to offer and provide general health services to targeted populations at schools in the District.

7.2 In addition to the SBHC at Cynthia Cunningham Elementary School, the District may recommend specific schools for satellite services.

7.3 Distribute project materials including notices of service and consents to parents/legal guardians. Each school that hosts a SBHC shall provide access to running water and space to accommodate portable equipment and a waiting area for recipients.

7.4 Allow students to be released from school activities when appropriate for an appropriate length of time when services are provided during the school day. District has the discretion to choose to or decline to release students during instructional time.

7.5 Assist Provider's personnel in the development of a workable schedule to facilitate student access to services.

7.6 Not release any confidential information regarding service delivery, without prior written consent from the parent/legal guardian.

8 <u>Non-Discrimination</u>

The District, Provider, and all others who from time to time may use school property and facilities described herein with the permission and on the terms and conditions specified by both Parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, gender identification, creed, national origin, age, or mental or physical ability, including, but not limited to, the providing of goods, services, facilities, privilege, advantages, and the holding and obtaining of employment.

9. <u>Termination</u>

9.1 Term. This Agreement shall be for a term of five (5) years for the date of execution unless the Parties agree to an extension, and in absent an extension, shall not run past September 30, 2021.

- 9.2 Early Termination.
 - 9.2.1 This Agreement may be terminated early, without cause, by providing 30 calendar days' notice to the other Party.
 - 9.2.2 Either Party may terminate this Agreement upon notice in the event that funding for the services or facilities set forth in this Agreement are no longer available.
 - 9.2.3 Early Termination shall be initiated by mailing written notice, certified mail, return receipt requested to the other Party.
 - 9.2.4 No liability for damages of any kind Provider or District shall be assessed based on Early Termination.

9.3 Disposition of Property. Upon termination of this Agreement, all permanent improvements installed by the Provider at the premises or school grounds shall become property of the District. Provider shall have the option to remove from the premises and school property all equipment belonging to Provider, and if so removed, shall leave said premises in same condition as existing upon commencement of this Agreement, reasonable use and wear excepted. Failure to claim improvements or equipment left within thirty (30) calendar days of the termination of this Agreement shall be deemed abandonment of the property.

10. <u>Notices</u>.

All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by Party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Clark County School District Related Services 3626 S. Pecos-McLeod Las Vegas, Oklahoma 89121 Attn: [Director Name] [Director phone]

[Name of sponsoring agency] [Street Address] [City, State, zip code] Attn: [Contact name]

[Contact phone]

With a Copy to: Clark County School District Real Property Management 4190 McLeod Drive 2°d Fir. Las Vegas, Oklahoma 89121 702.799.5214

11. **Dispute Resolution**. In the event of any dispute or difference arising from the terms and conditions of this Agreement, or from the use or proposed use of the premises and/or school property, said dispute or difference shall be referred to General Counsel of the District and Provider or their designee(s) for resolution. If arbitration or litigation should result, each Party agrees to bear its own expenses and attorney fees and/or arbitration fees, and that no consequential or punitive damages may be awarded. The Parties agree that in all cases, District's liability is limited as set forth in NRS Chapter 41 and other applicable laws.

12 <u>Choice of Law</u>. This Agreement shall be governed by and construed in accordance with laws of the State of Oklahoma. The proper venue for disputes related to this Agreement shall be Clark County, Oklahoma.

13. **Recording**. Provider shall not record this Agreement or any memorandum hereof.

Hazardous Materials. As used in this Agreement, the term "Hazardous 14. Materials" means any flammable items, hazardous or toxic substances, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws, rules and/or regulations, including without limitation medical waste or waste contaminated with blood or bodily fluids, petroleum-based products, paints, pesticides, asbestos, PCBs and similar compounds, and including any materials subsequently found to have adverse effects on the environment or the health and safety of persons. Provider shall, at its own expense, provide for lawful disposal of hazardous material and trash. District is in no way liable for the collection, handling and/or disposal of medical waste. In the event of any fine or other enforcement action against District for Provider's failure to comply with any such laws, rules and/or regulations, permit requirements or other rules, Provider shall defend, indemnify, or reimburse District for any cost incurred by District for Provider's violations. Notwithstanding the foregoing, Provider may, without District's prior written consent, use any materials customarily used.

15. <u>Compliance with FERPA</u>. Provider shall comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and any other applicable law or regulation on confidentiality of student data and information. This includes the duty to comply with the use and re-disclosure provisions of FERPA, when and if, parental consent is given to permit Provider access to District maintained student data and information; share education records only with its employees with a legitimate interest in the records; and use the records exchanged only to the extent necessary for the stated purposes of this Agreement. Each Party agrees that it will

indemnify the other in accordance with Paragraph 4 above against any claims alleging violations of FERPA by such Party

16 <u>Assignment</u>. This Agreement may not be assigned to a third party without the written permission and approval of the District and the Clark County School District Board of Trustees.

17. <u>Subcontracting</u>. Provider may not subcontract the provision of services to any other persons or entities, except as otherwise provided in this Agreement.

18 <u>Severability</u>. In the event that any court of competent authority shall determine that any portion of this Agreement is void, illegal or otherwise of no effect, the remaining terms shall continue in full force and effect.

19. <u>No Third- Party Beneficiaries</u>. There are no third-party beneficiaries to this Agreement.

20 <u>Authorities of Signatories</u>. Each Party certifies that its signature below is authorized to bind the Party to this Agreement. Provider is hereby informed that this Agreement and all amendments, modifications or extensions to this Agreement must be approved in an open meeting by the Clark County School District Board of Trustees in accordance with NRS Chapter 241. This Agreement may be executed in counterparts; all such counterpart will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

21. <u>Public Record.</u> District hereby informs Provider that this Agreement is a public record under NRS Chapter 239.

22. <u>Modification/Amendment. Provider is hereby put on notice that this Agreement,</u> and any amendment, extension, modification, assignment or other changes thereto, must be presented to and approved by the Clark County School District Board of Trustees at an open meeting, subject to the Open Meeting Law under N.R.S. Chapter 241 and shall be subject to the Public Records Law under N.R.S. Chapter 239. This Agreement may not be amended except by instrument in writing signed by District and Provider. No provisions of this Agreement shall be deemed to have been waived by District unless such waiver is in writing signed by District. All exhibits (including but not limited to Exhibit A and Exhibit B) and attachments attached hereto are incorporated herein n by reference in this Agreement.

23. <u>Entire Agreement</u>. No amendment, changes, and/or modifications of this Agreement shall be valid unless in writing, approved by and signed by all Parties. If any provision of the Agreement is held in by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provision not

so dedicated shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever. This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the operations of the SBHC. No additions to or modifications of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto.

24. <u>Additional Services.</u> Any additional professional services must be proposed by Provider to District in writing. After consideration of Provider's proposal, District may accept or decline adding additional Services to this Agreement. Any change in Services shall be reduced to writing, reference this Agreement, and be signed by both Parties and be attached hereto as an Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this - day of 2016.

Approved By:	
CLARK COUNTY SCHOOL DISTRICT	
[Name]	Date
Deputy Superintendent	
Approved as to form:	
Name of recoversible level reason for school district	Date
[Name of responsible legal person for school district] General Counsel	
[Name of Sponsoring Agency]	

[Name of responsible party] [Name of sponsoring agency] Date

Memorandum of Understanding Between the Washoe County School District and the [Insert name of sponsoring agency]

[Document provided by Washoe County School District. Not to be replicated in absence of school district support and legal consultation.]

A. Purpose

[Insert name of sponsoring agency] and the Washoe County School District (WCSD), (hereinafter referred to collectively as the 'Parties' and individually as a 'Party') enter into this MOU for the provision of physical health care services for the School Based Health Center (SBHC), which will be located on WCSD property at [insert name of school and if applicable telehealth sites within the SBHC family of schools].

B. Responsibilities of the Parties

The Parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of federal and state laws and regulations, as well as their own administrative policies and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU due to statutory and/or regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

The WCSD will continue to provide school services in accordance with all applicable state and federal guidelines. [Insert name of sponsoring agency] will operate the SBHC in accordance with all applicable state and federal guidelines.

The purpose of this collaboration is to enable school-aged children and adolescents to access primary care services. Oklahoma revised statutes and federal guidelines may impose civil and criminal penalties for any illegal bribes, gratuities and kickbacks.

C. [Insert name of sponsoring agency] will ensure/provide:

- 1. Administration and oversight of all services related to the SBHC in accordance with established guidelines regarding the operation of school-based health centers.
- 2. Direct health care services at the SBHC and (if applicable, at remote telehealth sites) as described in the policies and procedures of [insert name of sponsoring agency] (See Appendix A) for enrolled students, and appropriate referrals for other potential patients (families of students, for example), including referrals to other [Insert name of sponsoring agency clinics]. Acceptance of other potential patients will be mutually agreed upon in writing.
- 3. The SBHC may function as a "medical home" for these pupils, providing continuous, comprehensive, coordinated, culturally-sensitive, and cost-effective medical care.

- 4. All licenses, waivers, certifications, and supervision for those services.
- 5. Facilities adequate for the provision of direct health care services, located at [insert name of SBHC.
- 6. Documentation of all required professional, liability, and malpractice insurance.
- 7. Clinical management of patients that follow appropriate clinical standards of care.
- 8. Maintenance of confidentiality as required by community standards of practice, ethical guidelines and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA as modified by the final rule published January 25, 2013).
- 9. Management of claim and encounter submission of all SBHC activity as described in any MOUs executed with health plans, Medicaid, or the Children's Health Insurance Program (CHIP).
- 10. Collection of any required insurance co-pays, sliding scale fees, or any monies related to standard operation of [insert name of sponsoring agency]. Any reimbursements collected will be the property of [insert name of sponsoring agency].
- 11. All materials, supplies, equipment and other items necessary to the provision of said direct, and (if applicable telemedicine health care services).
- 12. All requisite documentation for health care encounters, to be captured in the electronic medical record (EMR) already in place at [insert name of sponsoring agency].
- 13. Active parent or legal guardian consent forms will be signed. Scope of services will be determined by parent or legal guardian and provider. Exceptions to provide treatment without parental consent will be based on provider discretion with agreement of the patient consistent with the provisions of NRS 129.030 and NRS 129.040.
- 14. All services described in this MOU will be delivered in compliance with HIPAA and School-Based Health Center Standards.
- 15. Results from any tests performed that need to be sent to either Party for their records will be sent only when a HIPAA authorization is received from the patient or patient's responsible Party.
- 16. The Parties agree that they will not disclose results of any records unless such disclosure is authorized pursuant to the requirements of the HIPPA and if necessary, will resist in judicial proceedings any effort to obtain access to the Medical Records, except as provided in the above-cited regulations.

D. The Washoe County School District will ensure/provide:

1. Appropriate referrals of students to the SBHC. Referrals of students shall be made after consultation with a student's parent/guardian.

- 2. Assistance in dissemination of information about the SBHC to parents and students, such as inclusion of pamphlets/informational brochures with enrollment packets.
 - 3. Assistance in obtaining consent from student's parent/guardian for treatment of students at the SBHC.
 - 4. Assistance to students in determining Medicaid eligibility, and enrollment in Medicaid, depending upon staff availability.
 - 5. Appropriate facility space to accommodate the SBHC (if applicable, both on-site clinic and remoted telehealth sites) operated by [insert name of sponsoring agency], with an adequate power source. [Insert name of sponsoring agency] will pay a nominal yearly fee at a mutually agreed upon rate for rent.
 - 6. A school liaison with experience in student support services, school and medical practice and delivery, and integrating systems of care, to assist in program implementation and ongoing operations, will be identified by WCSD in collaboration with [insert name of sponsoring agency], to help WCSD and [insert name of sponsoring agency] interface in this collaborative endeavor.

E. Billing and Compensation

[Insert name of sponsoring agency] has a mission of providing care to those in need. [Insert name of sponsoring agency] operates as a [profit or nonprofit entity. All billing and compensation decision-making shall rest with [insert name of sponsoring agency], and shall be performed in accordance with existing policies and procedures at [insert name of sponsoring agency].

F. Confidentiality

The Parties agree to comply with any applicable statutes or regulations and make best efforts to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.

- 2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
- 3. Each Party abides by the current confidentiality provisions of governing state and/or federal statutes and regulations and shall only share information between the Parties to the extent allowable, necessary and in accordance governing state and/or federal statutes and regulations.
- 4. Any information deemed confidential under state or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any

individual or organization without the approval of the Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities.

5. Each Party shall notify the other Party promptly if the Party knows of any unauthorized possession, use, knowledge or attempt thereof, of either Party's data files or other confidential information and shall promptly furnish to that Party full detail of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.

G. Termination Provisions

Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party.

H. Extension

Either Party can request this MOU be extended for a specified time. Any extension must be by mutual agreement of the Parties and must be in writing. Notification of request to extend the MOU must be given at least 30 days prior to the expiration of the MOU.

I. Amendment

The Parties agree to review this MOU at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

J. Breach; Remedies; and Notice of Failure to Perform

- 1. Failure of either Party to perform any obligation of this MOU shall be deemed a breach. Except as otherwise provided for by law or this MOU, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party reasonable attorneys' fees and costs.
- 2. If either Party to this MOU are dissatisfied with the performance of any of the obligations imposed on and by the other Party under the terms of this MOU, the dissatisfied Party shall give written notice to the non-performing Party of the duties which the dissatisfied Party believes have not been performed. The non-performing Party shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Party to resolve any disagreement between the Parties.

K. Scope of Agreement

This MOU incorporates all the agreements, covenants, and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understandings verbal

or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

L. Assignment

Neither Party shall assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other Party.

M. Funds Accountability and Accounting

The Parties hereto agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this MOU, pursuant to established federal and state cost accounting requirements.

N. Limited Liability

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. MOU liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual MOU damages for any breach shall be limited by NRS 354.626.

O. Indemnification.

Consistent with the Limited Liability provision stated above, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any Party or person, described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action.

P. Force Majeure.

Neither Party shall be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.

Q. Waiver Of Breach.

Failure to declare a breach or the actual waiver of any particular breach of the MOU or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

R. Severability.

If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.

Proper Authority.

The Parties hereto represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the service set forth in this agreement.

S. Governing Law: Jurisdiction.

This MOU and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Oklahoma. The Parties consent to the jurisdiction of the Washoe County, Oklahoma district courts for enforcement of this MOU.

T. Notice

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed in [Exhibit A: List of Addresses] attached hereto. Either Party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

U. Term of MOU.

This MOU shall be in force for one calendar year commencing from date of the last signature executed below.

V. Entire Agreement and Modification.

This Contract and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto, approved by WCSD's legal advisor.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed and intend to be legally bound thereby.

[Insert name of sponsoring agency]

Washoe County School District

Ву: _____

Ву:_____

Dated:_____

Dated:_____

APPENDIX B CONSENT FORM SAMPLES

Parent Consent Form for Health Services

Axillary Parent Consent Forms

Pediatric Health History Form

Parent Consent when Accessing Mental Health Consultation

Parent Consent to Release/Exchange Confidential Information

[Document provided by Community Health Alliance. Not to be replicated in absence of legal consult.] PLEASE SIGN ALL PAGES.

Patient's Name:

DOB:_____Sex: M or F

Prior to receiving services at the School-Based Health Center (SBHC), all minor children must have a parent/guardian consent form on file, with the following exceptions:

- 1. Patients with a life or limb-threatening emergency. Emergency services will be called, and the patient will be transported by ambulance to the nearest hospital emergency department. Attempts will be made to contact parents as soon as practicable.
- 2. Patients who are legally emancipated (must show documentation of emancipation), including anyone who is aged 18 or older or is or has been married.
- 3. A minor who is a mother or has borne a child may consent for all services for herself or her child, except sterilization, as long as the minor (1) understands the nature and purpose of the proposed examination or treatment and its probable outcome and (2) voluntarily requests it.
- 4. A minor who has been living apart from his or her parents or legal guardian, with or without the consent of the parent, parents or legal guardian, and has so lived for a period of at least four months. The minor may give consent for all services for himself/herself or for his/her child, except sterilization, as long as the minor (1) understands the nature and purpose of the proposed examination or treatment and its probable outcome and (2) voluntarily requests it.

Please **INITIAL** in each section below to agree to or decline those services for yourself (if applicable) or the child:

PRIMARY HEALTH CARE SERVICES:

_____YES, I consent for myself (if applicable) or my child to receive **PRIMARY HEALTH CARE SERVICES** including routine well child care* (includes work, daycare, and sports physicals), treatment for illness or injury including lab tests unless emergency services are needed.

_____NO, I do not wish for myself (if applicable) or my child to receive **PRIMARY HEALTH CARE SERVICES** at the SBHC.

HEALTH EDUCATION:

_____YES, I consent for myself (if applicable) or my child to receive **HEALTH EDUCATION** including services for educating your child on nutrition and exercise, social issues such as smoking cessation, conflict resolution, dating relationships, life skills and substance abuse.

NO, I do not wish for myself (if applicable) or my child to receive **HEALTH EDUCATION** at the SBHC.

IMMUNIZATIONS:

YES, I consent for myself (if applicable) or my child to receive **IMMUNIZATIONS** including seasonal flu, HPV and other recommended vaccinations based on age.

NO, I do not wish for myself (if applicable) or my child to receive **IMMUNIZATIONS** at the SBHC.

SEX EDUCATION AND COUNSELING:

_____YES, I consent for myself (if applicable) and my child to receive SEX EDUCATION AND COUNSELING including counseling and or education in areas such as sexual identity, sexual behavior and pregnancy prevention including abstinence and other forms of birth control.

NO, I do not wish for myself (if applicable) and my child to receive SEX EDUCATION AND COUNSELING at



Consentimiento para Servicios de Salud Bienvenido al Centro de Salud Basado en la Escuela (SBHC) the SBHC.

FAVOR DE FIRMAR TODAS LAS PAGINAS

Nombre Del Paciente: _____ Fecha de Nacimiento: _____ Sexo: M or F

Antes de recibir los servicios en el Centro de Salud (SBHC), todos los niños menores de edad deben tener un formulario de consentimiento de los padres / tutores en el expediente, con las siguientes excepciones:

- 1. Pacientes que tengan una emergencia en el que su vida o una extremidad estén en peligro. Los servicios de emergencia serán llamados, y el paciente será transportado en ambulancia a la sala de emergencias del hospital más cercano. Se intentara establecer contacto con los padres en cuanto sea posible.
- 2. Los pacientes que están legalmente emancipados (debe mostrar la documentación de la emancipación), incluyendo cualquier persona que tiene 18 años o más, es o ha estado casado.
- 3. Un menor de edad que es una madre o ha dado a luz a niño puede dar su consentimiento para todos los servicios para ella o su hijo, a excepción de la esterilización, siempre y cuando el menor (1) entienda la naturaleza y el propósito del examen o i propuesto y su resultado probable y (2) voluntariamente lo soliciten.
- 4. Un menor de edad que ha estado viviendo separado de sus padres o su tutor legal, con o sin el consentimiento de los padres, los padres o tutor legal, y ha vivido de esa manera por un período de al menos cuatro meses. El menor puede dar su consentimiento para todos los servicios para sí mismo / a para su hijo / con excepción de la esterilización, siempre y cuando el menor comprenda la naturaleza y el propósito del examen o tratamiento propuesto y su resultado probable y lo pide voluntariamente.

Por favor ponga sus INICIALES en cada sección para estar de acuerdo o rechazar esos servicios para usted o el menor:

SERVICIO DE ATENCIÓN DE SALUD PRIMARIA:

SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba SEVICIOS DE ATENCION DE SALUD PRIMARIA incluyendo examen de rutina de cuidado infantil * (incluye trabajo, guardería, y deportes físicos), tratamiento de enfermedades o lesiones incluyendo pruebas de laboratorio al menos que servicios de emergencia sean necesarios.

_____NO, Yo no deseo (si es apropiado) o que mi hijo reciba SERVICIOS DE ATENCION DE SALUD PRIMARIA en el SBHC.

EDUCACIÓN PARA LA SALUD:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba EDUCACIÓN PARA LA SALUD incluyendo servicios de cómo educar a su hijo en la nutrición y ejercicio, cuestiones sociales, como dejar de fumar, la resolución de conflictos, relaciones de pareja, preparación para la vida, y el abuso de sustancias. NO, Yo no deseo (si es apropiado) o que mi hijo reciba EDUCACIÓN DE SALUD en el SBHC.

VACUNAS:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba VACUNAS incluyendo la gripe estacional, el VPH y otras vacunas recomendadas para su de edad

NO, Yo no deseo (si es apropiado) o que mi hijo reciba **VACUNAS** en el SBHC.

EDUCACION SEXUAL Y ASESORAMIENTO

_____SI, Doy mi consentimiento (si es apropiado) o que mi hijo reciba EDUCACION SEXUAL Y ASESORAMIENTO, incluyendo asesoramiento y educación en áreas como identidad sexual, comportamiento sexual y prevención de embarazo, incluyendo abstinencia y formas de control de natalidad.

NO, Yo no deseo (si es apropiado) o que mi hijo reciba **EDUCACION SEXUAL Y ASESORAMIENTO** en SBHC.

SCREENING FOR PREGNANCY

_____YES, I consent for myself (if applicable) or my child to receive SCREENING FOR PREGNANCY including laboratory testing for pregnancy, with referral for medical care when indicated.

NO, I do not wish for myself (if applicable) or my child to receive **SCREENING FOR PREGNANCY** at the SBHC unless necessary to rule out other medical conditions.

SCREENING AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STIS):

____YES, I consent for myself (if applicable) or my child to receive SCREENING AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STIs) including laboratory testing.

_____NO, I do not wish for myself (if applicable) or my child to receive SCREENING AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STIs) at the SBHC.

PLEASE NOTE: Oklahoma law states the consent of the parent, parents or legal guarding of a minor is not necessary in order to authorize a ... licensed physician or clinic to examine, or treat, or both any minor who is suspected of being infected or is found to be infected with any sexually transmitted disease (NRS 129.060). Additionally, Oklahoma law requires certain health professionals to report certain diseases and conditions declared to be communicable or dangerous without need of a written authorization (NRS 441A.150). Based on these statutes, screening and treatment may be provided upon the request of the patient without parent/guardian consent in order to protect the patient's health or the public's health. Positive screening results will also be reported to appropriate public health authorities as required by law.

DENTAL HEALTH CARE SERVICES:

<u>YES</u>, I consent for myself (if applicable) or my child to receive **DENTAL SERVICES** at the Wells Center or Outreach Dental Van including cleaning, sealants, fillings, crowns, or extractions if necessary. (Fluoride varnish helps prevent decay and can be provided at SBHC).

NO, I do not wish for myself (if applicable) or my child to receive **DENTAL SERVICES** through the SBHC.

MENTAL HEALTH SERVICES:

YES, I consent for myself (if applicable) or my child to receive **MENTAL HEALTH SERVICES** which may include, but not be limited to, individual counseling for family relationships, depression, anxiety, behavioral problems, peer relationships, learning problems and substance abuse.

NO, I do not wish for myself (if applicable) or my child to receive MENTAL HEALTH SERVICES at the SBHC.

Parents/guardians may withdraw consent at any time for any patient that is not emancipated. A request to withdraw consent must be in writing. Consent for services will be updated each school year.

This consent does not constitute a release of any medical records or medical information to the Washoe County School District. Note: In order for any medical information to be released, a separate Authorization for Records Release form will need to be to be completed.

By signing this consent, I agree to the terms and conditions regarding the Authorization and Assignment of Payment and Sliding-Fee Scale Application (if applicable). I have also received and agree with the Patient Consent for Use and Disclosure of Protected Health Information and the Notice of Privacy Practices as explained in the Patient Welcome Packet which I have received which is attached separately.

Parent/Guardian Signature	Date	Parent/Guardian's Printed Name	Initials
Patient's Signature (if 18 or older)	Date	Patient's Printed Name	Initials



Consentimiento para Servicios de Salud Bienvenido al Centro de Salud Basado en la Escuela (SBHC)

PRUEBAS DE EMBARAZO:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba **PRUEBA DE EMBARAZO** incluyendo pruebas de laboratorio para el embarazo, con recomendación a recibir atención médica cuando esté indicado _____NO, Yo no deseo (si es apropiado) o que mi hijo reciba **PRUEBA DE EMBARAZO**, en el SBHC al menos que sea necesario para descartar otras condiciones médicas.

DETECCIÓN Y TRATAMIENTO DE LAS INFECCIONES DE TRANSMISIÓN SEXUAL:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba DETECCIÓN Y TRATAMIENTO DE LAS INFECCIONES DE TRANSMISIÓN SEXUAL incluyendo pruebas de laboratorio.

_____NO, Yo no deseo (si es apropiado) o que mi hijo reciba DETECCIÓN Y TRATAMIENTO DE LAS INFECCIONES DE TRANSMISIÓN SEXUAL en el SBHC.

TENGA EN CUENTA: La ley de Oklahoma establece el consentimiento de los padres, los padres o tutor legal de un menor de edad no es necesario con el fin de autorizar a... un doctor o clínica para examinar, o tratar o los dos a cualquier menor que se sospecha de estar infectados o se encuentra infectado con cualquier enfermedad de transmisión sexual (NRS 129.060). Además, la ley de Oklahoma requiere que ciertos profesionales de la salud reporten ciertas enfermedades y condiciones declaradas contagiosa o peligrosas sin necesidad de una autorización por escrito (NRS 441A.150). Basado en estos estatutos, la detección y el tratamiento pueden ser proporcionados a petición del paciente sin consentimiento del padre / tutor con el fin de proteger la salud del paciente o la salud del público. Resultados positivos serán reportados al centro de salud apropiados como lo requiere la ley.

SERVICIOS DENTALES DE SALUD:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba **SERVICIOS DENTALES** en el Centro de Wells o en la Van Dental incluyendo limpieza, selladores, empastes, coronas, extracciones o si es necesario. (Barniz Fluoruro ayuda a prevenir las caries y puede ser proporcionada en SBHC).

____NO, Yo no deseo (si es apropiado) o que mi hijo reciba SERVICIOS DENTALES DE SALUD en SBHC.

SERVICIOS DE SALUD MENTAL:

_____SI, Doy mi consentimiento (si es apropiado) o para que mi hijo reciba SERVICIOS DE SALUD MENTAL que pueden incluir per no están limitados a asesoramiento individual para las relaciones familiares, depresión, ansiedad, problemas de comportamiento, relaciones con los compañeros, problemas de aprendizaje y el abuso de sustancias.

NO, Yo no deseo (si es apropiado) o que mi hijo reciba SERVICIOS DE SALUD MENTAL en SBHC.

Los padres/tutores pueden retirar su consentimiento en cualquier momento para cualquier paciente no emancipado. Una solicitud de revocación de consentimiento debe ser por escrito. Servicios de consentimiento se actualizarán cada año escolar.

Este consentimiento no constituye una divulgación de todos los registros médicos o información médica al Distrito Escolar del Condado de Washoe. Nota: Para poder darle cualquier información médica, tendrá que llenar una forma de Autorización de Registro por separado.

Al firmar este consentimiento, acepto los términos y condiciones relativos a la autorización y asignación de Pago y aplicación de bajos ingresos (si aplica). También he recibido y estoy de acuerdo con el Consentimiento del paciente para el uso y divulgación de información médica protegida y el Aviso de Prácticas de privacidad como se explica en el Paquete de Bienvenida que he recibido que recibió por separado.

Firma del Padre / Tutor	Fecha	Nombre del Padre / Tutor	 Iniciales
Firma del Paciente (si tiene 18 años o más)	Fecha	Nombre del Paciente	 Iniciales

		COMMUNITY
[Document provided by Community Health Alli absence of legal consult.]	ance. Not to be replicated in	HEALTH Alliance
Verification that you have received the "New P	atient Orientation Packet"	T LEIT II VCL
Print name:		
acknowledges that they (the patient) have recei	ved the "New Patient Orientation F	Packet" onda
(Patient signature or parent signature for minor	s)	
(Staff signature)		
Verificación que ha recibido "El paquete de Or Escriba su nombre		
Entiendo que como pociente ha recibido al nom	unto de exiguitación el día	Facha
Entiendo que como paciente he recibido el paqu		Fecha .
(Firma del paciente o del padre si es menor de e	edad)	
(Firma del empleado)		
Please scan this signed page and place the Elect Health Record (PM)	ronic version in the "consent" secti	on of the patient Electronic
Controlled Substance Policy Notice: it is the policy of Community Health Allia		
be prescribed to patients. Controlled substances some muscle relaxers. I acknowledge that I have		•
Patient's Name	Date	
Patient's Signature		
CHA Witness	Date	
Política de Sustancias Controladas Aviso Es la política de Community Health Allianc será prescrita a pacientes. Sustancias controlac benzodiacepinas y algunos relajantes musculare	las incluyen todos los Opioides, me	dicamentos para el ADHD,
Nombre del paciente	Fecha	
Firma del paciente	_	
Testigo del CHA	- Fecha	

CONSENT TO TEST IN THE EVENT OF HEALTHCAREWORKER EXPOSURE

I have been informed that if a healthcare worker involved in my care and treatment becomes exposed to certain bodily fluids resulting in the possibility of transmission of a blood-borne disease, my blood will be tested in order to detect whether or not I have antibodies to the Human Immunodeficiency Virus (HIV). This is the causative agent of Acquired Immune Deficiency Syndrome (AIDS). I understand that the test is performed by withdrawing blood and using a substance to test the blood. I also understand that there will be NO CHARGE for the performance of this test. I am encouraged to ask my treating physician any questions regarding the nature of the blood test, its risks, and alternate test, before the test takes place. I understand that the result of this blood test will only be made available to the EMPLOYEE HEALTH DEPARTMENT for employee follow-up and to my treating physician and will be kept strictly confidential. I understand that I may request the result of the test from my treating physician. I also have been informed that a positive blood test result does not mean that I have AIDS and in order to diagnose AIDS other means must be used in conjunction with the blood test. By my signature below:

I acknowledge that I have given consent for the performance of a blood test to detect antibodies to the HIV.

I refuse to give permission to have the performance of a blood test to detect antibodies to the HIV.

Signature of Patient/Patient Representative/Legal Guardian

Signature of Witness

_____/ _____ AM PM (circle one) Date Time

CONSENTIMIENTO PARA REALIZAR PRUEBAS EN CASO DE EXPOSICIÓN DE TRABAJADOR DE LA SALUD

He sido informado que si un trabajador de la salud implicado en mi atención y tratamiento queda expuesto a ciertos fluidos corporales, resultando en la posibilidad de transmisión de una enfermedad sanguínea, mi sangre será analizada con el fin de detectar si tengo anticuerpos para el Virus de Inmunodeficiencia Humana (VIH). Este es el agente causante del Síndrome de Inmunodeficiencia Adquirida (SIDA). Entiendo que el examen se realiza tomando una muestra de sangre y usando una sustancia para examinar la sangre. También entiendo que <u>No</u> Habrá Ningún Costo por realizar este examen. Se me sugiere hacer cualquier pregunta a mi médico sobre la naturaleza de la prueba de sangre, sus riesgos y examen alternativo, antes de la prueba. Entiendo que el resultado de esta prueba de sangre sólo estará disponible para el Empleado del Departamento de Salud para el seguimiento del empleado y mi médico de cabecera y se mantendrá estrictamente confidencial. Entiendo que puedo solicitar el resultado de la prueba a mi médico tratante. También he sido informado que un resultado positivo de sangre no significa que tengo SIDA y para diagnosticar SIDA otros medios deben ser utilizados ponjuntamente con el examen de sangre. Con mi firma a continuación:

Reconozco que le he dado mi consentimiento para la realización de una prueba de sangre para detectar anticuerpos contra el VIH.

Me niego a dar permiso para la realización de una prueba de sangre para detectar anticuerpos contra el VIH.

Firma del Paciente / Representante Legal / Tutor _______AM PM (Circule uno) Firma del Testigo

Fecha 6/29/18

JOINT NOTICE OF PRIVACY PRACTICES FOR HEALTH INFORMATION (NPP) ACKNOWLEDGEMENT FORM

Effective April 14, 2003, the law requires that Community Health Alliance give each patient a copy of its Notice of Privacy Practices for Health Information. We will give you a copy at the time of first treatment and, if we change our notice, thereafter at the next treatment visit. By signing below, you acknowledge receipt of such as the patient, patient's personal representative, the patient's authorized agent, or an individual involved in the patient's medical/dental care. Congress has enacted the Health Insurance Portability and Accountability Act (HIPAA) to ensure privacy, confidentiality and security of patient information.

Patient's Name	DOB
Patient's Signature	
CHA Witness	Date

FORMULARIO DE RECONOCIMIENTO DE AVISO CONJUNTO DE PRÁCTICAS DE PRIVACIDAD DE INFORMACIÓN MÉDICA PROTEGIDA (NPP por sus siglas en inglés) Efectivo el 14 de abril del 2003, la ley requiere que Community Health Alliance le dé a cada paciente una copia de su Aviso de Prácticas de Privacidad para la Información de Salud. Nosotros le daremos una copia al momento del primer tratamiento y, si cambiamos nuestro aviso, se le entregara en la próxima visita de tratamiento. Firmando abajo, usted reconoce que recipe dacha medida como paciente, representante del paciente, agente autorizado del paciente, o un individuo involucrado en el cuidado médico/dental del paciente. El congreso ha promulgado el Código de Portabilidad de Seguro Médico y Contabilidad (HIPAA por sus siglas en inglés) para garantizar privacidad, confidencialidad y seguridad de la información del paciente.

Nombre del paciente	Fecha de nacimiento
Firma del paciente	
Testigo del CHA	Fecha

NO SHOW AND CANCELLATION POLICY

As a patient of our Health Center, it is your responsibility to keep scheduled appointments. The Health Center must have notice of cancellation 24 hours in advance or earlier if possible. If you are unable to keep your scheduled appointment, please call your primary care Health Center to reschedule:

- Wells Health Center-775-329-6300
- Nell J. Redfield Health Center @ Sun Valley-775-870-4334
- Nell J. Redfield Health Center @ Neil Rd-775-870-4333
- School-Based Health Center @ Wooster HS 775-284-3386

Any patient who is late or does not call 24 hours in advance will be considered a "no-show" and may not be seen at original appointment time. Patients have the option to reschedule or wait for a possible no show or cancellation.

A late appointment is not signing in on time for your appointment. Example: 8:01am is late for 8:00am appointment. We ask that you arrive 20 minutes early for your appointment and 45 minutes early if you need to update annual registration packet and/or slide fee.

- Each patient will get three no show/cancellations per 12 month rolling calendar year. This begins at the time of the first no show or less than 24-hour notice cancellation.
- After each no show or cancellation, you will receive a letter reminding you that you have no showed or cancelled an appointment with less than 24-hour notice. The letter will say on the upper right-hand corner if this is the 1st, 2nd or 3rd notice.
- After the 3rd notice you will receive a termination letter due to multiple no show or cancellations. The termination letter will include an appeal form you may complete and ask to be allowed to continue care at Community Health Alliance.
- You will have 14 days to complete this appeal form and return to your designated Health Center.
- You will not be able to schedule an appointment until you have submitted the appeal form. After form submitted, you will continue to receive care for up to 30 days or until the appeal process is completed.
- If you have been terminated from Community Health Alliance 2 times, you will be permanently terminated from Community Health Alliance.

A new patient that no shows for first appointment must wait 3 months (90 days) to reschedule after speaking with Health Center Manager.

١,

_, understand the no show and cancelation policy.

Patient/Guardian Signature

CHA Employee

Date

Política de Inasistencia y Cancelación de Citas

Como paciente de nuestro centro de salud, es su responsabilidad mantener citas programadas. El centro de salud debe recibir aviso de cancelación con 24 horas de anticipación o antes si es posible. Si usted no puede asistir a su cita por favor llame al centro de salud para cambiar su cita:

- Wells Health Center-775-329-6300
- Nell J. Redfield Health Center @ Sun Valley-775-870-4334
- Nell J. Redfield Health Center @ Neil Rd-775-870-4333
- School-Based Health Center @ Wooster HS 775-284-3386

Cualquier paciente que llegue tarde a su cita o no llame con 24 horas de anticipación será considerado como inasistencia y no será visto a la hora de la cita original. Los pacientes tienen la opción de cambiar su cita o quedarse en la sala de espera para ver si hay una cita perdida o cancelación.

Llegar tarde a su cita es no haberse registrado a la hora de su cita. Por ejemplo: llegar a la 8:01am es tarde para su cita de las 8:00am. Se le pide que llegue 20 minutos antes de su cita y 45 minutos más temprano si necesita llenar paquete de registro anual o actualizar su tarjeta de descuento.

- Cada paciente tiene permitido cancelar o perder 3 citas en un periodo de 12 meses. Esta regla empieza con la fecha de su primera cita perdida o falta de cancelación con 24 horas de anticipación.
- Después de cada cita perdida o cancelada, usted recibirá una carta avisándole que usted perdió o cancelo una cita con menos de 24 horas de anticipación. La carta dirá en la parte superior derecha si este es el primero, segundo o tercer aviso.
- Después del 3er aviso, recibirá una carta de terminación debido a múltiples citas perdidas o canceladas. La carta también incluirá una forma de apelación que usted debe completar y solicitar que se le permita seguir siendo atendido en Community Health Alliance.
- Usted tendrá 14 días para completar su apelación y regresar la forma a su centro de salud.
- Usted no podrá hacer otra cita hasta que haya presentado la forma de apelación. Después de haber entregado la forma, usted podrá continuar recibiendo atención medica hasta por 30 días o hasta que se complete el proceso de apelación.
- Si usted ha sido despedida/o de Community Health Alliance 2 veces, usted será despedida/o permanentemente de Community Health Alliance.

Un nuevo paciente que pierda su primera cita tendrá que esperar 3 meses (90 días) para hacer otra cita después de hablar con el encargado del centro de salud.

Yo,_____, entiendo la política de inasistencia y cancelación de citas

Firma del paciente/ Tutor

Empleado de CHA: _____

Fecha: _____

Patient Pediatric Health History Form

CHILD'S NAME:		DATE OF BIRTH:	AGE:
CHILD'S PREVIOUS DOCTOR/PCP:	-		
BIRTH AND PREGNANCY What city was your child born in?		Name of hospital:	
Is this your child by:			
Birth weight:	Was yo	our baby premature?	Yes 🗆 No
Were there any significant medical probl	ems during your pregnan	cy?	Yes 🗆 No
Were there any significant complications	during labor or the baby	s newborn period?	Yes 🗆 No
If yes, to any of the above questions, ple	ase explain:		
skills, motor skills, etc.)?		your child's growth or development (speech/	language, social
Girls only: Age at first period:			
PAST MEDICAL HISTORY HAS YOUR CHILD: Had any serious medical illness?	🗆 Yes 🗆 No	Had broken bones/frequent or severe sprai	ns? 🗆 Yes 🗆 No
Had a history of asthma or wheezing?	🗆 Yes 🗆 No	Had any mental or behavioral problems?	🗆 Yes 🗆 No
Ever used an inhaler or nebulizer?	🗆 Yes 🗆 No	Had a positive tuberculosis test?	🗆 Yes 🗆 No
Had surgery?	🗆 Yes 🗆 No	Benn hospitalized overnight?	🗆 Yes 🗆 No
If yes, to any of the above, please ex	plain:		

IMMUNIZATIONS Please bring your child's immunization records to your appointment

Have you ever refused vaccines for your child?	Yes	No
If yes, why?		

[Document provided by Community Health Alliance. Not to be replicated in absence of school district support and legal consultation].

MEDICATIONS AND ALLERGIES

Please list current medication, vitamins, and supplements, even those used intermittently:

Please list allergies or reactions to medications, vaccines or foods	
----------------------------------------------------------------------	--

Allergy

Reaction

FAMILY HISTORY:

Please indicate with a check (\checkmark) family members who have had any of the following conditions:

Medical Condition ICD9cm	codes	Mom 1	Dad 2	Sister 3	Brother 4	Mom's Mom 5	Mom's Dad 6	Dad's Mom 7	Dad's Dad 8	Mom's Sister 12	Mom's Brother 13	Dad's Sister 14	Dad's Brother 15
Alcoholism	305.00												
Anemia	285.9												<u> </u>
Asthma	493.90												L
Autism	299.00												<u> </u>
Autoimmune Disorder	279.49												<u> </u>
Birth Defect/Congenital Anomaly	759.9												<u> </u>
Bleeding Problem	286.9												L
Cancer, Breast	174.9												L
Cancer, Please Specify Type													L
Hypertension	401.9												<u> </u>
Depression	292.20						_						<u> </u>
Diabetes	250.00												L
Eczema	691.8												<u> </u>
Food Allergy	995.3												L
Genetic Disorder	799.89												L
Hay Fever (Allergic Rhinitis)	477.9												<u> </u>
Hearing Disorder	389.9												L
Heart Attack/Coronary Artery Disease	414.00												<u> </u>
High Cholesterol	272.4												<u> </u>
Immune Disorder	279.3												<u> </u>
Inflammatory Bowel Disease/Crohns/UC	558.9												L
Kidney Disease	593.9												<u> </u>
Mental Retardation	319												<u> </u>
Learning Disability	315												<u> </u>
Migraine Headaches	346.90												<u> </u>
Psychiatric/Mental Illness	300.9												ļ
Scoliosis	737.30												<u> </u>
Stroke	436												ļ
Substance Abuse	305.90												

Thyroid Disorders	246.9						
Tobacco Use	305.1						
Tuberculosis	011.90						
Death before age 56 or reasons lot li	sted above						
Other							

<u>SOCIAL HISTORY:</u> Please list patient's family and household members:

Name	Age	Relationship	Occupation/Employer	Cell Phone Number			
	<u>.</u>						
Are your child's parents □ I	Married 🛛 Uni	married 🛛 Separa	ated	rated, when?)			
Child-care situation	Parents 🛛 Otl	ners (specify who an	d hours per day)				
Concerns about your child:	Alcohol	use 🛛 Tobacco	□ Sexual activity □ Aggressive b	ehavior			
Is violence at home a conce	ern? 🗆 Yes	🗆 No	Are there pets in the home?	🗆 Yes 🗆 No			
Are there guns in the home	? 🗆 Yes	🗆 No	Do any family members smoke?	🗆 Yes 🗆 No			
C							
NAME:	R	ELATION TO CHILE):				
SIGNATURE:)	_	DATE:				



WASHOE COUNTY SCHOOL DISTRICT STUDENT SUPPORT SERVICES 380 EDISON WAY, RENO, NV 89502

PARENT CONSENT FOR EVALUATION WHEN ACCESSING MENTAL HEALTH CONSULTATION

[Document provided by Washoe County School District. Not to be replicated in absence of school district support and legal consultation.]

STUDENT	
GRADE	BIRTHDATE

CLASSROOM TEACHER

SCHOOL

Dear Parent/Guardian:

Your child has been referred for a mental health evaluation for the following reasons:

To assist in determining whether your child is (or continues to be) eligible for special education and related services;

To assist with the planning and services provided to your child.

The consulting qualified mental health professional will work with the school team, your child, and you to provide a mental health evaluation and recommendations to inform decision making about services for your child. As stated in the general consent, by agreeing to this evaluation, you are not consenting for your child to receive services or therapeutic recommendations.

Please be informed that medical, mental health, developmental, family, social, substance use and legal histories may be assessed as parts of this evaluation. It may be requested that the parent or guardian sign a release of information for the child's medical doctors or other care providers in order to provide a thorough evaluation. An opportunity to discuss the results of this evaluation will be made available to the parent or guardian, as well as to the school psychologist at a follow-up appointment to be scheduled by WCSD Psychological Services Department. The written report is also available to the parent upon request and completion of a release of information. Please note that the final evaluation report will be kept in the confidential psychological services files and can be accessed only by your school psychologist and special education teaching staff. Any other personnel would need your consent to access the evaluation.

I hereby authorize the Washoe County School District to complete a mental health evaluation of my child to assist with supports for my child. I have received a copy of the Special Education Rights of Parents and Children and these rights have been explained to me.

Parent/Guardian Signature_____ Date

WASHOE COUNTY SCHOOL DISTRICT

STUDENT SUPPORT SERVICES

380 Edison Way Reno, NV 89502 Ph: (775) 857-3161 Fax: (775) 861-4497

Parent Consent to Release or Exchange Confidential Information

Student	Birthdate				
School	Grade				
As required by the Family Educational Rights and Privacy Act of 1974, we must obtain writter barental consent before releasing or exchanging confidential records and/or verbal information with certain percords agencies outside of a school district. We are seeking your consent to release or exchange records for the to ring reasons:					
	We need additional information about your child in order to determine ¹ or m ³ ibility for special services or programs offered by the school district.				
	We need additional information about your child in order to improve the vices or p grams we provide to him or her.				
	The person, agency or program listed below needs information the school a tim order to provide or arrange services for your child.				
	Other				
The school district seeks to release or exchange the following types of information with the agency or program identified below: (P.I. refers to Parent/Guardian Initials)					
P.I. P.I. P.I. Medical Evals Psychiatric Evals Psychological Evaluation Academic Tests Discharge Summary Other (Specify) (Specify)					
Please be aware that the school district is obligated to maintain any information released to it by another agency in a strictly confidential manner. * <i>Parent/Guardian must initial each approved area for release</i> .					
Person, Agency, or program with whom exchange or release is sought:					
NAME					
ADDRESS					

CITY, ST, ZIP_____ PHONE/FAX_____

I voluntarily give my permission for the school district to release or exchange information with the above-named person, agency, or program for the purpose described. This authorization can be revoked at any time, except to the extent that action is already taken. Authorization expires 90 days from date of signing.

Records personally picked by the undersigned on this date.

Parent/Guardian/Student Signature	Date			
Witness Signature	Date			
Distribution: 1 – Receiving School/Agency	2-Psychological services	3-Parent	4-IEP File	SES 13 (10/05)

APPENDIX C HIPAA FORM SAMPLES

Notice of Privacy Practices- Washoe County School District Acknowledgement of Recipient of Notice of Privacy Practices

Washoe County School District Notice of Privacy Practices

[Document provided by Washoe County School District. Not to be replicated in absence of school district support and legal consultation.]

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.

Your health information is personal and private. The law says that we must protect this information. When you first asked for our help or services, you gave us information that helped us decide if you are qualified. It became part of your file, which we keep in our offices. Also in your file is information that is given to us by hospitals, doctors, and other people who treat you. A federal law says that we must give you this notice to help you understand what our legal duties are and how we will protect your health information.





When is it okay for WCSD to share your health information?

If you sign a special form called that tells us it is okay to share your health information with someone, then we will share it. You can cancel this at any time by notifying us in writing, but we cannot take back any medical information that has already been shared with your approval.

Your information can be shared without your okay when we need to approve or pay for services. We can also share it when we review our programs and try to make them better. Under the law, these uses are called treatment, playment, and health care operations.

The law says that there are some other situations when we may need to share information without your okay. Here are some examples:

For your medical treatment and payment

- $\sqrt{}$ When you need emergency care
- $\sqrt{}$ To tell you about treatment choices
- $\sqrt{}$ To help our business partners do their work
- $\sqrt{}$ To help review program quality

For your personal reasons

- $\sqrt{}$ To tell your family and others who help with your care things they need to know
- $\sqrt{10}$ To be listed in a patient directory
- $\sqrt{}$ To tell a funeral director of your death

For public health reasons

- $\sqrt{}$ To help public health officials stop the spread of disease or prevent an injury
- $\sqrt{}$ To protect you or another person if we think you are in danger

Other special uses

- $\sqrt{}$ To help the police, courts, and other people who enforce the law
- $\sqrt{}$ To obey laws about reporting abuse and neglect
- $\sqrt{}$ To help government agencies review our work and investigate problems

Other Uses of Your Medical Information

We will not use or share your medical information for reasons other than those described in this Notice unless you agree to this in writing. For example, you may want us to give medical information to a certain

person; we will only do this with your written approval. Likewise, we would not use your information for marketing, sell your information, or share psychotherapy notes without your written approval.

What are your rights?

- You can ask us not to share your information in some situations. However, the law says that we do not always have to agree with you.
- If you are reading this notice on the Internet or on a bulletin board, you can ask for a paper copy of your own.
- You can ask to look at your health information and get a copy of it. You may be charged a fee for the copies based on WCSD policy. However, you need to remember that we do not have your complete medical record about you. If you want a copy of your complete medical record, you should ask your doctor or provider of health care. If you think something is missing or is wrong in your health record that we have, you can ask us to make changes.
- You can ask to have a copy of your health information provided in electronic format if it is available.
- You can ask us to give you a list of the times (after April 14, 2003) that we have shared your health information with someone else. This will not include the times we have shared your information for the purposes of treatment, payment, or health care operations.
- You may ask us to restrict the release of your health information to a health plan when you have paid out of pocket in full for items or services.
- You can ask us to mail health information to an address that is different from your usual address or to deliver the information to you in another way.



What if you have a complaint?

If you think that we have not kept our promise to protect your health information, you may complain to us or to the Department of Health and Human Services. Nothing will happen to you if you complain.

What are our responsibilities?

- Under the new law, we must keep your health information private except in situations like the ones listed in this notice.
- We must give you this notice that explains our legal duties about privacy.
- We must follow what we have told you in this notice.
- We must agree when you make reasonable requests to send your health information to a different address or to deliver it in a way other than regular mail.
- We must tell you if we cannot agree when you ask us to limit how your information is shared.

Contact Information

If you have any questions or complaints about our privacy rules, please contact us at:	Or contact the US Department of Health and Human Services at:
Division of Child and Family Services Kathryn Martin Waldman HIPAA Privacy Officer 6171 W. Charleston Blvd. Las Vegas, NV 89146 Phone: (702) 486-7741 Email: <u>kathrynmartin@WCSD.nv.gov</u>	Michael Leonz, Regional Manager Office for Civil Rights U.S. Department of Health and Human Services 90 7 th Street, Suite 4-100 San Francisco, CA 94103 Phone: (800) 368-1019; TDD: (800) 537-7697 Fax: (202) 619-3818 Email: <u>ocrmail@hhs.gov</u>

[Document provided by Washoe County School District. Not to be replicated in absence of school district support and legal consultation.]



Acknowledgement of Receipt of Notice of Privacy Practices

I acknowledge that I have received the WCSD Notice of Privacy Practices.

Name of Child

Name of Legally Responsible Person

Legally Responsible Person's Signature

Date

WCSD Staff Signature

Date