

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
RURAL HEALTH CARE, INC. D/B/A AZA HEALTH**

A. Purpose

Rural Health Care, Inc. d/b/a Aza Health ("AH"), a Florida not-for-profit Federally Qualified Health Center, and The School Board of Clay County, Florida ("SBCC"), hereinafter referred to collectively as the "Parties" and individually as a "Party," enter into this Memorandum of Understanding ("MOU") for the provision of health care services, which will be located on SBCC property at Wilkinson Junior High School.

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.

SBCC will continue to provide school services in accordance with all applicable state and federal guidelines. AH will operate the health care services in accordance with all applicable state and federal guidelines and its own internal policies and procedures as approved by its Board of Governors.

The purpose of this collaboration is to enable school-aged children/adolescents and members of the surrounding community to access primary care services.

C. AH Responsibilities

1. Provide administration and oversight of all health care services provided on the Wilkinson Junior High School campus in accordance with its established policies and procedures.

2. Provide primary and preventative health care services on the Wilkinson Junior High School campus via onsite staff and/or via remote telehealth staff for enrolled students (with parental consent) and for members of the surrounding community.

3. Provide year-round services on the Wilkinson Junior High School campus no less than 20 hours per week once the services are implemented.

4. AH may function as a “medical home” for these students and community members, providing continuous, comprehensive, coordinated, culturally-sensitive, and cost effective medical care.

5. Ensure active licenses, waivers, certifications, and supervision for the health care services provided on the Wilkinson Junior High School campus.

6. Maintain documentation of all required professional, liability, and malpractice insurance.

7. Clinical management of patients that follows 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 AH 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 AH. Any reimbursements collected will be the property of AH.

11. Sole responsibility for operating expenses, including, but not limited to, AH staff salaries, office supplies, medical supplies, janitorial services, telecommunication services and disposal of medical waste. SBCC shall not pay or become obligated to pay, because of or in connection with this MOU, AH's operating expenses.

12. Maintain all requisite documentation for health care encounters, to be captured in the electronic health record (EHR) already in place at AH.

13. Ensure that active parent or legal guardian consent forms are on file. Only those services authorized by state or federal law will be provided without a parent/guardian consent form on file.

14. Ensure that all services described in this MOU will be delivered in compliance with HIPAA Standards and all other applicable state and federal laws and regulations.

15. Ensure that 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. SBCC Responsibilities

1. Provide appropriate facility space (Building 92-43) on the Wilkinson Junior High School campus located at 5025 County Road 218 West, Middleburg, Florida, 32068, to accommodate the health care services operated year-round by AH, with an adequate power supply, plumbing, running water and HVAC. AH agrees to pay a nominal yearly fee at a mutually agreed upon rate for rent if requested.

2. Assist in the dissemination of information about AH's health care services to parents and students, such as inclusion of pamphlets/informational brochures and consent/registration forms with enrollment packets.

3. Assist in obtaining consent from student's parent/guardian for treatment of students at the Wilkinson Junior High School campus.

4. Assist students in determining Medicaid eligibility, and enrollment in Medicaid, depending upon staff availability.

5. Ensure the appropriate referrals of students to the AH health center on the Wilkinson Junior High School campus. Referrals of students shall be made after consultation with a student's parent/guardian.

6. Allow students to be released from school activities when appropriate for an appropriate length of time to receive health care services at the AH health center on the Wilkinson Junior High School campus. SBCC has the discretion to choose to or decline to release students during instructional time.

7. Provide a school liaison (Community Partnership School Wellness Coordinator or other designated staff) 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 to help SBCC and AH interface in this collaborative endeavor.

8. Provide/allow community access to the AH health center located on the Wilkinson Junior High School campus during the hours when the center is not being utilized by students.

E. Billing and Compensation

AH has a mission of providing care to those in need. AH operates as a nonprofit entity. All billing and compensation decision-making shall rest with AH and shall be performed in accordance with the existing policies and procedures of AH.

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 patients who utilize the services provided by AH on the Wilkinson Junior High School campus.

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 ninety (90) 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, if

applicable. 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 is 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. Indemnification

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.

O. 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.

P. 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.

Q. 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.

R. 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 Florida. The Parties consent to the jurisdiction of the Clay County, Florida, state 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 five years commencing from the date of the last signature executed below, or until earlier terminated pursuant to the provisions of Section G of this MOU.

V. Entire Agreement and Modification

This Memorandum of Understanding and its integrated attachment (SBAO [3/15/2021] – “Addendum A” To Contract With The SBCC) 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. In the event of conflict between this MOU and the Addendum A, the language of the Addendum A shall be controlling. Unless otherwise expressly authorized by the terms of this MOU, no modification or amendment to this MOU shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by SBCC’s legal advisor.

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

**THE SCHOOL BOARD OF CLAY,
COUNTY, FLORIDA**

By _____
Printed Name: **MARY BOLLA**
Title: Chairman

Dated: _____

**RURAL HEALTH CARE, INC. d/b/a
AZA HEALTH**

By _____
Printed Name: _____
Title: _____

Dated: _____