School Health Center Agreement

This agreement made and entered into, the first day of \_\_\_\_\_ 2012, by and between the Board of Education of the County of (“Board”), party of the first part, and (“Provider”), party of the second part.

WHEREAS, the Board of Education of the County of desires to improve the health of its students in \_\_\_\_\_\_\_ County by developing a comprehensive school health services program which includes the provision of preventative and primary health care; enhancing those school nursing services as defined by West Virginia Code 18-2-5 and the West Virginia Board of Education Policy 2422.7: School Nurses and Specialized Health Procedures together with Basic and Specialized Health Care Procedures Manual for West Virginia Public Schools (Title 126, Series 25A); and enhancing the established health education curriculum; and

WHEREAS, desires to meet the needs of the \_\_\_\_\_\_ County Board of Education by providing such services as would improve the health and wellness of the students of the \_\_\_\_\_\_ County School System;

WITNESSETH: That in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Provider will lease from the Board a \_\_\_\_\_\_ square foot area, known as the “health center”, in High School, for $1.00 per year. The space will include two exam rooms, a reception/waiting area, lab, and private office space for patient education and counseling.
2. The Provider will equip the health center at its cost.
3. The Board shall be responsible for the provision of water, sewer, phone service, and electricity to the Health Center and for maintenance and general janitorial services.
4. The Provider shall be responsible for additional cleaning required by federal regulations for health clinics and disposal of hazardous and/or biological waste generated at such facility during the term of this agreement.
5. The term of this agreement shall be for a period of one year. The agreement shall be automatically renewable for one year, each year on June 1st, unless cancelled by the Board or Provider.
6. This agreement may be cancelled by either party by ninety days’ written notice to the other party. Should the Board cancel this agreement for cause, the Provider may request and shall be given ninety days to rectify said cause. Said request shall be made in writing by the Provider within five working days from the Provider’s receipt of the written notice of cancellation from the Board.
7. School nursing services, those services defined as school nursing services by West Virginia Code 18-2-5, 18-5-22 and State Board of Education Policy 2422.7, 126 CSR 25A, may be provided at the Health Center to students at \_\_\_\_\_\_School without the written permission of students’ parents or legal guardians.
8. No medical services, those acute and chronic care medical services not determined to be nursing services by the Provider, shall be provided to a student by the Provider, without the written or verbal permission of his or her parent or legal guardian. However, in a life or health-threatening emergency, employees of the Provider may provide life support services without written or oral parent or guardian consent.
9. The Board shall approve and confirm from time to time a written schedule of the types of medical, health education and counseling services that may be provided at the Health Center by the Provider. However, the Board may not compel the Provider to provide services which in the professional opinion of the Provider’s staff are outside of or exceed their scope of practice. Neither may the Provider provide family planning services or abortion counseling.
10. The Board shall establish an advisory committee of parents, students, community members, health care providers, and educators to advise the Board on the nature and scope of Health Center services. One member of the Board shall serve on the advisory committee and serve as the liaison to the Board.
11. Students receiving acute and chronic care medical services shall be charged the usual and customary fee for said services by the Provider; however, no student shall be denied medical services due to the inability to pay. A sliding fee schedule shall be implemented by the Provider based on the ability of a student or his or her family to pay. There shall be no charge for students referred to their private physician when such student has been seen by the Provider staff, where no treatment has been provided. There shall be no charge for those services which would normally fall within the scope of school nursing practice. The Provider shall have sole discretion in determining whether or not services provided at the Health Center constitute school nursing services or medical services. It is expressly understood by and between all parties that the Board shall, in no event, be liable for any charges for services rendered to students, by the Provider, regardless of whether or not payment is made by student or student’s parents.
12. The Provider shall maintain malpractice and personal injury insurance covering the Health Center premises and activities of the Provider staff at the Center. The Board shall maintain fire, property damage, and other insurance as appropriate to cover the Health Center premises as part of the High School.
13. The Health Center medical staff shall consist of health professionals employed by the Provider. Other community health professionals, such as staff of the county health department or the School of Medicine, may provide services in the Center, with the approval of the Provider.
14. Medical services shall be provided by licensed health professionals including fully licensed physicians, non-physician health care providers, and nurses.
15. The Medical Director operating the Health Center shall have responsibility for supervising and evaluating the professionals employed at the Center.
16. All Health Center medical records shall be confidential and maintained in accordance with accepted professional standards. Proper written authorization for the release of such records shall be required by the Provider before such records are disclosed to any third parties including the Board and school nurses.
17. The school nurse shall be the liaison between Health Center staff and the school administration for management of day to day operations of the Center and shall have use of the Center to provide school nursing services. The school nurse and the Center staff will develop protocols, procedures, and policies to define their respective roles and responsibilities with regard to the services provided to students.
18. All notices or contacts to be made by the respective parties hereto shall be through the following individuals:

a.

b.

WITNESS our hands and seals as of this day and year first above written.

BOARD OF EDUCATION OF THE COUNTY OF

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board President

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director