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Memorandum of Agreement
Between
Jackson County School District
And
Coastal Family Health Center, Inc.
For the Provision of School-Based Health Center (SBHC) Services

This Memorandum of Agreement (MOA) is made and entered into and effective this ____ day of _____, 2026, by and between Jackson County School District, hereinafter "District," and Coastal Family Health Center, Inc., hereinafter "CFHC," to formalize our agreement regarding the operation of SBHC's on District properties. District locations include East Central High, East Central upper Elementary, St. Martin High, St. Martin North Elementary, Vancleave High, Vancleave Upper Elementary.

Obligations of District:

1. Provide electricity and water utilities, internet access, janitorial services, routine maintenance and repairs of all District owned facilities, removal of non-hazardous waste, and security services.
2. Actively assist in promoting the SBHC services to school personnel, students, and their families.
3. Designate the District Nurse, or his/her delegate, as liaison between school personnel and SBHC personnel in planning and problem solving around issues concerning the SBHC programs.
4. Allow each school nurse to participate in the development and implementation of joint protocols, policies and procedures that ensure continuity, quality and confidentiality of school nursing, school mental health and SBHC services.
5. Provide information technology support as needed.
6. At the time of annual school registration and during any new student enrollment, assist in obtaining written consent from the parents or legal guardians of children under the age of 18 years who wish to be served by the SBHC.

Obligations of CFHC:

1. Furnish staff, equipment, and supply SBHCs as required to ensure quality and confidentiality of SBHC services.
2. Arrange for hazardous/biological waste disposal in compliance with federal and state laws.
3. Manage the operation of services provided in the SBHC.
4. Provide the following health services to eligible children, school personnel and families of students and personnel, if applicable:
 - treatment of minor acute injury and illness
 - well-child/well-adolescent exams and sports physicals
 - immunizations
 - routine (CLIA-Waived) laboratory tests
 - management of chronic illness
 - mental/behavioral health assessment and treatment
 - health education and health promotion
 - medications and/or prescriptions for medications
5. In the event SBHC services are not available on campus, faculty; staff; students; and families of faculty, staff, and students may be offered medical and behavioral health services via Telehealth, if determined medically appropriate by the attending provider. Students may present to another CFHC Facility to receive services in the event SBHC services are not available on campus, and these services will be provided under the terms of this MOA.
6. Ensure that physicians, physician assistants and/or advanced practice nurses employed or contracted by CHFC and providing services in the SBHC are operating within their scope of practice as defined by state law.
7. Ensure compliance with applicable federal and state regulations regarding medical facilities and medical practice including those of the Occupational Health and Safety Administration (OHSA) and the Clinical Laboratory Improvement Amendments (CLIA) administered by the Centers for Medicare and Medicaid Services.
8. Designate one individual who will represent CFHC in its relationship with District under this MOA and will serve as the primary liaison to District to coordinate the exchange of information between the parties.
9. Ensure that employees and contractors treat individuals in a nondiscriminatory manner, regardless of race, ethnicity, religion, national origin, citizenship, age, sex, sexual orientation, preexisting medical condition, physical or mental handicap, source

of payment, or economic status.

10. Assume responsibility for funding SBHC operations.
11. Maintain appropriate records and strict accountability for funds provided to or by CFHC for implementation and operation of the SBHC services.
12. Require its employees or contractors to undergo criminal background checks.

Services will not include hospitalization, after-hours emergency care, treatment of complex medical or mental/behavioral health conditions, medical X-rays or any other medical procedure that cannot be performed by any health care provider under State law or that requires facilities beyond those available in the SBHC.

No health services shall be provided to a child under the age of 18 years by CFHC without the prior written consent of his/her parent or legal guardian; however, in a life or health threatening emergency, employees of CFHC may provide life support services without written or verbal parent or guardian consent.

Further Agreements of the Parties:

1. The ownership and right to control medical records, test results and supporting documents prepared in connection with the delivery of services in the SBHC, will vest exclusively in CFHC. However, CFHC agrees that copies of such medical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable federal or State law. The parties expressly agree to any of the contents of such medical records and such medical records will not be considered "educational records" as such term is defined in the Family Education Rights and Privacy Act of 1974. This section will survive termination of this MOA.
2. CFHC, at its sole expense, will secure prior to the provision of SBHC services, and will maintain during the term of the MOA: (i) commercial general liability insurance covering itself, its respective employees, contractors and agents, with commercially reasonable limits; (ii) appropriate workers' compensation and (iii) appropriate levels of professional liability insurance which covers the provision of the medical and behavioral health services furnished by the CFHC staff at the SBHC.
3. Students receiving SBHC services shall not be charged out of pocket expenses, but the usual and customary fee for said services by CFHC will be billed to third party payers such as Medicaid, CHIP, and private insurance. CFHC will accept the reimbursement from the insurance carrier as payment in full for children receiving

- SBHC services. Faculty; staff; and families of students, faculty, and staff receiving SBHC services will be charged the copay, coinsurance, deductibles, and anything else deemed as the patient responsibility set by their insurance carrier. CFHC will accept the reimbursement from the insurance carrier plus anything deemed as the patient responsibility set by the insurance carrier as payment in full for adults receiving SBHC services. Any staff, faculty, and families of students and faculty without health insurance may complete a sliding fee application (to include the required documentation of income and household size) to determine eligibility for a discount.
4. The District shall, in no event, be liable for any charges for services rendered to its students or staff and faculty by CFHC, regardless of whether or not payment is made by students or faculty and staff's insurance carrier.
 5. CFHC will manage the submission of claims to the appropriate insurance carrier, i.e. Medicaid, CHIP, and private insurers.
 6. The Health Insurance Portability and Accountability Act (HIPAA) and respective regulations guide the management and protection of personal health information in medical records kept by CFHC in the SBHC. CFHC and its staff are HIPAA covered entities. The parties agree that personal health information in medical records maintained by CFHC in the SBHC will not be released to school personnel without required patient or parental consent.
 7. The Family Educational Rights and Privacy Act (FERPA) guides management and protection of personal information in education records maintained by District employees including school nurses and school psychologists, social workers and counselors. Education records, including immunization records, are specifically exempt from HIPAA privacy regulations.
 8. Under HIPAA:
CFHC is permitted to disclose the following without parental consent:
 - Personal health information related to a child's immunization status may be provided to school nurses. School nurses are recognized under HIPAA as limited "public health entities" for the limited purpose of receiving immunization-related information to prevent and control disease,
 - Personal health information may be provided to a medical provider, including a school nurse, who is providing care and treatment to the child if it is reasonable to believe that the provider will (i) take appropriate steps to protect the information and (ii) will not use or disclose the information for any purpose other than the delivery of health care to the child.

District employees may disclose the following to CFHC without specific parental consent:

- Personal health information may be released in any emergency when the information may be necessary to protect the health or safety of the student or other persons; FERPA allows for health information in student education records to be released to SBHC clinicians in an emergency or when the information is necessary to protect the health or safety of the student or other persons.
 - Personal health information related to a child's immunization status may be provided as school nurses are recognized under HIPAA as limited “public health entities” for the limited purpose of providing immunization-related information to prevent and control disease.
9. In case of a medical emergency on school property outside the SBHC’s facility, the school nurse is the primary provider of first aid and is the first line of response. If the school nurse is not available in an urgent or emergent situation, other appropriate school personnel will respond to the situation. When necessary, SBHC clinicians may be called to the scene but will follow CFHC's policies and procedures regarding their involvement in response to urgent or emergent situations.
 10. The parties agree to annually evaluate SBHC processes and students' health needs. Both parties will identify, collect, analyze and share data necessary to perform the agreed upon evaluation. Evaluation results will be used to improve the SBHC's efficiency, effectiveness, and utilization in order to increase students' access to primary health care.
 11. The District Nurse will be notified in advance of all changes in clinic hours of operation and clinic staff.

Execution of this Memorandum of Agreement

The parties agree that:

1. This MOA shall not become effective or binding on any party hereto until it has been fully executed by all parties.
2. This MOA shall be binding on both parties, their successors and assigns.
3. Both parties shall review terms and conditions of the MOA during June of each year. Any amendment desired by one party to the MOA will be proposed to the other party by July 1st of each school year, will be negotiated and will become effective on the

first day of the upcoming school year.

4. This MOA reflects the entire understanding between the parties with respect to the subject matter hereof and supersedes all the other prior oral or written statements, understandings or correspondence.
5. The person signing the MOA has been fully authorized to execute this agreement.
6. The MOA shall continue in effect until one party gives the other party written notice of desire to terminate. This MOA may be terminated without cause by District or CFHC. The effective date of termination will be 90 days after a party's written notice of desire to terminate is received by the other party or upon a mutually agreed upon termination date.
7. Notwithstanding the above termination provision, if at any time any party is unable to perform its obligation under this MOA consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party and seek a mutually agreed upon resolution.
8. The notice of termination, and all other communication related to this MOA shall be mailed to the parties at the following addresses:

For District:

Dr. David Baggett, Superintendent
4700 Colonel Vickrey Road
Vance, MS 39565

For CFHC:

Angel Greer, Chief Executive Officer
P.O. Box 475
Biloxi, MS 39533

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed.

Dr. David Baggett, Superintendent

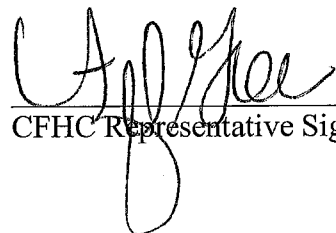
District Representative Printed Name & Title

District Representative Signature

Date

Angel Greer, Chief Executive Officer

CFHC Representative Printed Name & Title



CFHC Representative Signature



Date