

THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO ARBITRATE AND IS SUBJECT TO ARBITRATION PURSUANT TO TITLE 15, CHAPTER 48 (UNIFORM ARBITRATION ACT) OF THE CODE OF LAWS OF SOUTH CAROLINA

**MEDICAL UNIVERSITY OF SOUTH CAROLINA
SCHOOL-BASED HEALTH SERVICES AGREEMENT**

This **School-Based Health Services Agreement** (the “Agreement”) is made and entered into as of **July 1, 2020** or the execution of the School-Based Health Services Agreement by both Parties (the “Effective Date”) by and among _____ **School District** (“District”); the **Medical University of South Carolina** (“MUSC”), by and through its clinical Departments (each a “MUSC Department”); and **University Medical Associates of the Medical University of South Carolina** (“MUSC-P”). The District, MUSC, **Medical University Hospital Authority** (“MUHA”), MUSC Department and MUSC-P may at times be referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District represents facilities that they believe may benefit from school-based medical consultation utilizing primary pediatric care by a physician, an advanced practice registered nurse (“APRN”), and/or other health care providers.

WHEREAS, MUSC is an agency of the State of South Carolina (“State”); and

WHEREAS, MUSC is an academic medical center with the tripartite mission of learning, discovery, and healing through education, research, and the provision of comprehensive health care (“Mission”); and

WHEREAS, MUSC-P is the MUSC authorized practice plan and acts for the purposes, benefit and mission of MUSC and performs the billing and collection functions for revenue generated by Physicians and other healthcare providers; and

WHEREAS, physicians (“Physicians”) and/or other health care providers in the MUSC Department or MUHA (collectively the “Providers”) who are qualified through training and experience to provide consultation for patients at the District; and

WHEREAS, the Parties agree that utilization of consultation services by contract will provide the District medical coverage via a school-based clinic to provide preventative health care and addressing current health needs for participating children; and

WHEREAS, MUSC and MUSC-P are willing to provide such coverage in an effort to provide quality patient care in a cost-effective and efficient manner; and

WHEREAS, District acknowledges that local providers, who are qualified through training and experience, may be invited to participate in the program;

WHEREAS, each of the parties agree that consideration hereunder is valuable and sufficient to bind each party to their promises and to obligations stated herein, and each party acknowledges receipt of such consideration.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed to by the parties as follows:

- 1. General Responsibilities of the Parties.** The Parties hereby agree to undertake the following responsibilities which shall relate to all School-Based Health Services under the terms of this Agreement.

- 2. Responsibilities of MUSC.**
 - 2.1. Assume responsibility for assuring continuing compliance with the clinical and educational standards of the appropriate accreditation bodies.
 - 2.2. Communicate with the District, through the MUSC's manager of the school-based health program on all items pertinent to MUSC.
 - 2.3. Provide the District with Providers, to include supervised residents and medical students, to assume the responsibility in providing clinical services. When appropriate, those clinical services will be billed and collected through MUSC-P. MUSC warrants they are supplying employees who have passed a background check(s). MUSC assumes responsibility for any claims, suits or proceedings alleging a breach of this clause subject to the limitations set forth by the laws of South Carolina.
 - 2.4. Provide services including but not limited to diagnosis and treatment of minor illness, infection and injury; chronic health disease management; and expedited referrals and service coordination.
 - 2.5. A school-based health team member will share the schedule for medical coverage availability.
 - 2.6. Provide the District with Providers who meet the following health requirements:
 - 2.6.1. Possess medical health insurance.
 - 2.6.2. Immune or has been immunized against Rubella, Rubeola, Varicella, and Hepatitis B. Anyone who has declined the Hepatitis B vaccine must have a written agreement on file stating they will accept the financial responsibility for any post-exposure follow-up and/or treatment.

Documentation that these health requirements have been met and are current must be maintained in MUSC's files.

- 2.7. Provide the District with Providers who will be able to perform job tasks applicable to the District's participant population.
- 2.8. Require the Providers to agree not to represent themselves as agents or employees of the District.
- 2.9. In compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), MUSC agrees that its faculty and students will not disclose any protected health information (PHI) obtained as a result of this agreement, unless disclosure is required by applicable state/federal laws. This includes but not limited to personal, medical, and other health-related information. MUSC is required to obtain a Confidentiality Statement signed by both the faculty and student and a representative of MUSC prior to their participation in clinical rotations. MUSC must use all appropriate and sufficient security measures to prevent the unauthorized use or disclosure of protected health information (PHI). MUSC must promptly report in writing any and all unauthorized use(s) or disclosure(s) of protected health information (PHI) to the District representative and/or Privacy Officer within two business days of a breach of PHI. If requested, MUSC will make available to the District, its designee(s), and the U.S. Department of Health and Human Services, its internal policies and procedures, books, and records relating to the authorized use of protected health information (PHI) obtained as a result of this agreement.
- 2.10. Will comply with the Family Educational Rights and Privacy Act ("FERPA"), MUSC agrees to comply with the requirements for management and protection of personal information set out in FERPA. A student's parent/guardian must authorize MUSC to receive records. The FERPA also provides that such records may be released to MUSC in an emergency or when the information is necessary to protect the health or safety of the student or other persons.
- 2.11. MUSC, MUSC-P and MUHA will provide requisite malpractice insurance for the Providers.
- 2.12. MUSC will maintain responsibility for Worker's Compensation Insurance coverage required for its employees providing services under this Agreement.
- 2.13. Provide clinical consultation in a timely manner by Providers who are appropriately trained and licensed (as applicable) and in accordance with all applicable laws, regulations and professional standards.

3. Responsibilities of the District.

- 3.1. Maintain standards for appropriate health care services provided by a school nurse, which are conducive to participating children.

- 3.2. Designate a liaison between the District and MUSC's manager of school-based health program. Consideration will be given to consultation with school nurse or school nurse leader.
- 3.3. Subject to compliance with the FERPA, make available to the Providers the appropriate records as required and applicable to the clinical encounter.
- 3.4. Assist in the orientation of the Providers to the physical facilities, policies, and procedures of the District.
- 3.5. Advise MUSC's manager of school-based health program of any serious deficits noted in the ability toward achievement of the stated objectives of the clinical experience, and to assist MUSC in attempting to correct these deficiencies.
- 3.6. District will maintain administrative supervision of the Providers and supporting personnel insofar as their presence affects the operation of the District and/or the direct and indirect care of students.
- 3.7. District reserves the right to terminate or deny the participation of any Provider or student whose behavior or abilities are, or have previously been deemed, in the District's opinion, detrimental to the operation of the District and/or the proper rendering of patient care.
- 3.8. Abide by HIPAA regulations as referenced under item 2.9.
- 3.9. Abide by FERPA regulations as referenced under item 2.10.
- 3.10. District agrees to coordinate with MUSC, in advance, the dates for which MUSC's support is requested and to make changes taking into account availability of the Providers and other personnel.
- 3.11. Support enrollment efforts for students in the School-Based Health Program.
 - 3.11.1 District to include link to the school-based health consent form as part of the District's electronic registration process, if applicable.
 - 3.11.2 Include electronic consent form link on District website and/or school(s) website for parents/guardian to complete.
- 3.12. Obtain the School-Based Clinic Consent for Treatment, School-Based Health Clinic Patient Demographic Form, Consent for Release of Education Records and Information, and School-Based Authorization to Disclose Protected Health Information for all children prior to receiving a clinical encounter, as may be appropriate and as required pursuant to applicable law. Examples of the written forms are attached hereto as Attachments A, B, C, and D respectively. The forms

will remain valid until a parent/guardian provides a written revocation (cancellation) to the School-Based Health Program office.

CONTACT:

School-Based Health Program Office
169 Ashley Avenue, MSC 332
Charleston, SC 29425 Phone Number: 843-876-0240

- 3.13. Help to maintain internet connectivity in good working order through both the District's own information technology staff, testing of the connection and as needed, and timely communication with MUSC and/or equipment provider support staff regarding any technical issues that may adversely affect the encounter.

4. Joint Responsibilities of MUSC and the District.

- 4.1. Review the agreement annually to ensure it is meeting the needs of the clients and agencies involved.
- 4.2. Engage in planning and problem-solving meetings as needed or indicated.
- 4.3. Identify each school within the District participating in MUSC's School-based Health Program. Initial schools participating are listed in Attachment E.
- 4.4. Provider and school nurse will coordinate and communicate to create an IHP (Individual Health Plan) for student as applicable to the encounter.
- 4.5. MUSC and the District will maintain their own records. MUSC Providers will document the clinical encounters into the MUSC electronic medical record system.
- 4.6. This program is available to all children who attend participating schools. As of the effective date of this agreement, Medicaid is the only insurance program that will fully reimburse for the clinical encounter. Students who are covered by private insurance companies who participate in the program may receive a bill for services.

5. Responsibilities of Providers.

- 5.1. Evaluation of the District's enrolled students including their relevant clinical information.
- 5.2. Providers will conduct a consultation, using the clinical information available and provided by the District. This consultation will include the following:
 - 5.2.1. Discussion of the case with the District's applicable personnel.
 - 5.2.2. Viewing of the patient and applicable clinical information indicated for a specific clinical encounter.

5.2.3. Interaction with the patient and others, as needed.

5.2.4. Follow-up communication with the student's parent, as indicated by the clinical encounter.

5.3. Each Provider offering services under this Agreement shall hold an unrestricted license to practice in accordance with their specialty issued by the State of South Carolina.

6. Use of Trainees and Shadowers.

6.1. Trainees. District acknowledges that, in delivering on its Mission, MUSC may use students, residents, and/or fellows (“Trainees”) in the provision of the school-based health services. While Trainees may participate in the school-based health services by performing certain clinical functions such as interviewing or making case notes, the supervising Provider will at all times remain the primary consulting Provider and be responsible for the care delivered while providing the school-based health services. All supervision and involvement of Trainees will be conducted in accordance with MUSC policies, State laws, and if applicable, current CMS (Medicare) or Medicaid Teaching Physician Regulations. MUSC shall provide notice to the telepresenter and/or patient in accordance with MUSC policy whenever a Trainee will be present or acting as the remote clinician during a consultation. The Trainee’s level of participation will be determined by taking into account patient preference, degree, specialty, level of training, competencies/milestones, patient acuity, rotation goals and objectives, service provided, and clinical setting. Patient preference, billing, compliance, and scope of practice are also taken into account when determining the level of involvement by a Trainee.

6.2. Shadowers. District further acknowledges that MUSC will from time to time have non-MUSC students shadow Providers as they deliver the school-based health services (“Shadowers”). Unlike Trainees, Shadowers will not be participating in providing of the school-based health services. MUSC requires Shadowers to comply with relevant MUSC policies and to complete required compliance training prior to participation. MUSC shall provide notice to the telepresenter and/or patient whenever a Shadower will be present during a consultation in accordance with MUSC policy. At any time, the patient shall have the right to request that a Shadower not be present during a consultation.

6.3. Trainee and Shadower Termination. MUSC agrees to immediately remove any trainee or Shadower from involvement in the school-based health services upon the occurrence of an event involving a Trainee or Shadower which would, if the event were to involve a Provider, trigger a (Provider Termination) under Section 12.5.

6.4. MUHA maintains a process to evaluate the quality and appropriateness of the diagnosis, treatment and treatment outcomes furnished to the District. District agrees to provide MUSC and MUHA evidence of its internal review of each Provider’s

and/or Trainee's performance of the privileges for use in MUSC and MUHA's periodic appraisal of each such Provider and/or Trainee which shall include, at a minimum, all adverse outcomes related to Provider's and/or Trainee's performance of school-based health services provided under this Agreement and all complaints related to such Provider's and/or Trainee's performance of school-based health services from patients, licensed independent practitioners or staff at District.

7. Equipment. Equipment purchased by MUSC for the purposes of school-based health consultation shall remain the property of MUSC. While in the possession of the District, this equipment will be used solely for the purposes of consultation or related activities as provided for in this Agreement. The equipment shall be kept in good working order and maintained in a secure location at all times. Additional specific requirements and/or equipment specifications may be addressed in one or more Attachments to this Agreement. The use of any such equipment shall at all times be in compliance with any and all third-party agreements which govern any such use. MUSC will cover the cost of maintaining equipment purchased by MUSC, and will insure that such hardware, software, and its use adheres to the District's established Acceptable Use, information security, and other technology policies.

8. Physician Compensation. MUSC/ MUSC-P shall have the sole responsibility to compensate Providers. MUSC/ MUSC-P reserves the right, in its sole discretion, to determine the compensation payable to Providers.

9. Independent Contractors. In performing the Services under this Agreement, MUSC, MUHA, MUSC-P and Providers are acting as independent contractors, and shall not be considered employees, agents or joint ventures of the District.

10. Use of Names/ Marketing. The Parties may use the marks "MUSC", "MUSC Health", "South Carolina Telehealth Alliance" or related marks, or any variant thereof, in the marketing of services pursuant to the terms of this Agreement. Any such use shall be subject to the prior written approval of MUSC and shall conform in all respects to all applicable MUSC regulations, policies and standards including, without limitation, MUSC Policy No. A-119 ("Marketing Ethics") and MUSC Policy No. A-123 ("MUSC Health Brand Policy"). Except as expressly granted herein, nothing contained herein is intended nor shall be construed as gaining any license or rights to the District to the use of any MUSC marks or tradenames. All use of the marks or tradenames of MUSC with respect to the services shall terminate and the District shall immediately cease and desist from any such use as of the expiration or earlier termination of this Agreement. The District agrees that it will not use the name of MUSC, or any variant thereof, in any advertising material or make any representation, except as provided herein, which would constitute an express or implied endorsement by MUSC of any commercial product or service of the District (and will not authorize others to do so), except with MUSC's prior express written permission or as may be required by law.

11. Term. The term of this Agreement ("Term") shall begin on the Effective Date and expire on **June 30, 2022**. If the Parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the

other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

12. Termination.

12.1. Termination Without Cause. Any party may, in its sole discretion, terminate this Agreement for any reason or no reason at all by giving the other parties at least thirty (30) days prior written notice at such party's last known address.

12.2. Termination for Non-Appropriation. Funding to support performance of this Agreement may be payable from State and/ or Federal and/ or other appropriations. In the event sufficient appropriations are not made to support performance under this Agreement, this Agreement shall terminate without further obligations of the parties except as set forth herein.

12.3 Termination Due to Loss of Grant Funding. In the event that the School-Based Health Services provided under this Agreement are dependent upon funding pursuant to a grant awarded to MUSC, this Agreement or, alternatively, any applicable Attachment, may be terminated by MUSC if such grant should expire and not be extended for any reason upon written notice to the District; provided, however, that the Parties may negotiate to extend the Agreement, or any applicable Attachment, upon such other terms and conditions as may be mutually agreeable to the Parties and reflected in writing.

12.4 Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

12.5 Provider Termination. MUSC agrees to immediately remove any Provider from delivering the school-based health services to District under the terms of this Agreement upon the occurrence of any of the following: (i) the denial, suspension, revocation, termination, restriction, lapse or voluntary relinquishment of any such Provider's medical staff membership and/or privileges at MUHA; (ii) the denial, suspension, revocation, termination, restriction, lapse or voluntary relinquishment of any Provider's license to practice medicine in the State or any other jurisdiction; (iii) the death of any Provider; (iv) the termination, revocation, restriction or relinquishment of any Provider's Drug Enforcement Agency number; (v) conduct by any Provider which, in the sole discretion of District, could affect the quality of professional care provided to District students or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of District students or (vi) any Provider is charged with or convicted of a criminal offense (other than minor traffic violations).

13. State Obligation. The Parties recognize that the performance by MUSC may be dependent upon the appropriation of funds by the General Assembly of the State of South Carolina. Should the General Assembly fail to appropriate the necessary funds or

MUSC's appropriation is reduced during the term of this Agreement, MUSC may reduce the scope of the Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the District as soon as reasonably possible after the unavailability of said funds comes to MUSC's attention.

- 14. Indemnification.** Each party agrees to and does hereby assume responsibility for its respective acts or omissions which may give rise to any claim arising out of this Agreement, subject to the limitations set forth in Section 33-56-180 and/or Section 15-78-120 of the South Carolina Code. The indemnification obligations herein stated in this Section shall survive the termination and/or expiration of this Agreement. Neither Party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorneys' fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this Agreement.
- 15. Confidentiality.** With respect to any medical record information regarding the District's students, all parties shall comply with all federal and state laws and regulations, and regarding the confidentiality of such information and activities, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Children's Internet Protection Act ("CIPA") and the Health Insurance Technology for Economic and Clinical Health ("HITECH") Act. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- 16. Non-Discrimination.** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, handicap, color, sex, religion, age, health status or national origin.
- 17. Miscellaneous Provisions.**

 - 17.1. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. Notices for MUSC, MUSC-P and MUHA with a copy to Attn: General Counsel, 274 Calhoun Street, MSC 204, Charleston, SC 29425.
 - 17.2. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

- 17.3. Amendments/ Modifications. This Agreement may not be amended or modified except by mutual written agreement of all parties.
- 17.4. Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 17.5. Severability. Nothing in this agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 17.6. Assignment. Neither party may assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other parties, and any assignment or transfer by MUSC-P without such consent shall be null and void.
- 17.7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina and shall survive the expiration or other termination of this Agreement.
- 17.8. Counterparts/ Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. Signatures transmitted by facsimile or in electronic format via electronic delivery (*e.g.*, portable document format or .pdf) shall be accepted as original signatures.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement as of the Effective Date.

School District

By: _____
Name: _____
Title: _____
Date: _____
Address _____

Medical University of South Carolina/Medical University Hospital Authority

By: _____
Name: Patrick J. Cawley, MD
Title: Executive Director/CEO of
MUHA and VP of Health
Affairs, MUSC
Date: _____
Address: 169 Ashley Avenue
Charleston, SC 29425

University Medical Associates of the Medical University of South Carolina

By: _____
Name: Eva Greenwood
Title: CFO
Date: _____
Address: MUSC-P, 96 Jonathan Lucas St.
Charleston, SC 29425



SCHOOLCONST

School-Based Clinic Consent for Treatment
Page 1 of 1

Patient Name _____
MRN _____
PATIENT IDENTIFICATION LABEL

Form Origination Date: 11/13
Version: 6

Version Date: 4/18

Student Name: _____

I give my consent for my child, named above, to receive medical care from the School-Based Health Program. Care will be provided in a private manner and information will not be released without my consent. I allow physicians or designated health professionals to provide necessary and/or advisable treatment for my child and to bill for this service. I understand that supervised residents and students may assist in my child's care. I understand that my child may receive medical care from providers who are authorized by my child's school district.

I authorize the holder of medical or other information about me to release to any other third party responsible for payment such as information needed for decisions of Medicare, Medicaid or third party claims.

I acknowledge that I will be responsible for any payments not covered by my health plan, to include deductibles. I understand this consent form is valid, until I revoke it.

I received a copy of a "Notice of Privacy Practices" from providers who are authorized by my child's school district and/or a copy of the MUSC "Notice of Privacy Practices".

Signature of Legal Guardian/Representative
(or Student if 18 years or older or otherwise permitted by law)

Date

Printed Name of Legal Guardian/Representative
(or Student if 18 years or older or otherwise permitted by law)

ATTACHMENT B
SCHOOL-BASED HEALTH CLINIC PATIENT DEMOGRAPHIC FORM

EXAMPLE



BILLINSUR

School-Based Health Clinic Patient
Demographic Form

Form Origination Date: 11/13
Version: 3

Version Date: 4/18

Patient Name _____
MRN _____

PATIENT IDENTIFICATION LABEL

Grade: _____ Teacher Name: _____

Patient Name _____
Last First Middle

Patient Birth Date: _____ Age: _____ Primary Language: English Spanish Other _____

Sex: Male Female Social Security Number: _____

Race: Black White Hispanic Asian Multiracial Other: _____

Primary Care Provider _____

Parent or Guardian Name _____

Relationship to Patient _____

Parent or Guardian Birth Date _____

Parent or Guardian Social Security Number _____

Address: _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Work Phone _____

List the name and contact information of a person (or persons) we can contact if parents/guardian cannot be reached.

Emergency Name & Number _____

Relationship to Patient _____

Emergency Name & Number _____

Relationship to Patient _____

PROVIDE PATIENT INSURANCE INFORMATION.

Include a copy of the front & back of your Medicaid/Insurance card.

1. Medicaid Number _____
Medicaid Plan: _____

2. Private medical health insurance:
Name _____
Policy # _____

Who (name) insures child? Relationship to insured child _____
Employers Name: _____

3. No Insurance.

ATTACHMENT C
CONSENT FOR RELEASE OF EDUCATION RECORDS AND INFORMATION

EXAMPLE

CONSENT FOR RELEASE OF EDUCATION RECORDS AND INFORMATION

The _____ (the District) shall obtain written consent before disclosing any personally identifiable information from an education record. I understand that the District will operate under the guidelines of the Family Educational Rights and Privacy Act (FERPA), state statutes and regulations, and state and District policies and procedures to ensure confidentiality regarding the release of student information. No information will be released or secured without prior approval from the parent, except as provided by law.

The District has my permission to release and exchange medical, psychological, and other personally-identifiable confidential information, as necessary, to representatives of the School-Based Health program. I understand that the purpose of this consent is to refer my child for health-related services and treatment.

Consent to Release Confidential Information

By providing my signature below, I understand that granting consent for the release of personally-identifiable information from my child's education records is voluntary and may be revoked at any time. If I later revoke consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). I understand this consent form is valid until I revoke it.

By providing my signature below, I understand the recipient of these records must obtain my written consent before it can further share my child's information from the District with any other party, such as for the purpose of billing Medicaid. If I provide written consent for the service provider to share my child's information with another party, the re-disclosure of my child's information by the recipient may no longer be protected by the requirements of the FERPA.

Student's Name

Student's Date of Birth

Signature of Parent/Guardian/Surrogate Parent

Date

To contact the South Carolina Telehealth Alliance School-Based Health Program office, in writing, the address is 169 Ashley Avenue MSC 332 Charleston, SC 29425; the phone number is (843) 876-0240.

ATTACHMENT D
SCHOOL-BASED AUTHORIZATION TO DISCLOSE PROTECTED HEALTH
INFORMATION

EXAMPLE



SCHOOLCONST

**SCHOOL-BASED AUTHORIZATION TO DISCLOSE
PROTECTED HEALTH INFORMATION**

Page 1 of 1

Form Origination Date: 11/13
Version: 5

Version Date: 8/18

Patient Name _____

MRN _____
PATIENT IDENTIFICATION LABEL

Patient Name: _____

All healthcare information is private. By signing this form, you are giving the school clinic, the school nurse, and the student's main health care provider consent to speak with and share medical information about the student's health with providers who are contracted to provide care in the school-based health program as needed. This information will be treated in a confidential way.

The purpose of the disclosure is: participation in school-based health services

Examples of protected health information that may be shared include but are not limited to

- medical history (including any medical diagnosis and treatment),
- physical examinations,
- consults,
- lab reports,
- and a list of current medications.

I understand this information may include references to psychiatric / psychological care, sexual assault, drug abuse, results of tests for all infectious diseases including HIV /AIDS and / or alcohol abuse.

I understand that this information may be exchanged by mail, fax, email, phone, or a secure web-based software.

I understand that I have a right to cancel this permission at any time. I understand that if I cancel this permission I must do so in writing and present my written cancellation to the School-Based Health Program office. I understand that the cancellation will not apply to information that has already been released in response to this permission, as stated in the Notice of Privacy Practice. I understand this consent form is valid until I revoke it.

I understand that permitting the release of protected health information is voluntary. I can refuse to sign this form. I do not need to sign this form to receive treatment. I understand I may review and / or copy the information to be disclosed, as provided in 45 CFR §164.524. I understand that any disclosure of information carries with it the possibility of unauthorized disclosure by the person / organization receiving the information. Upon request, I understand I will be given a copy of this authorization. Parental consent for release of health information is not required for students who are 18 years or older.

Signature of Legal Guardian/Representative
(or Student if 18 years or older or otherwise permitted by law)

Date

Printed Name of Legal Guardian/Representative
(or Student if 18 years or older or otherwise permitted by law)

Relationship to Patient

To contact the South Carolina Telehealth Alliance School-Based Health Program office, in writing, the address is 169 Ashley Avenue MSC 332 Charleston, SC 29425; the phone number is (843) 876-0240.
ch_consent_schoolbased_authorelease OTE 901868 Rev (8/2018)

ATTACHMENT E
DISTRICT SCHOOLS PARTICIPATING IN
MUSC SCHOOL-BASED HEALTH PROGRAM

EXAMPLE