MEMORANDUM OF UNDERSTANDING

DENVER SCHOOL HEALTH SERVICES COUNCIL

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 13th day of September, 2013, by and between DENVER HEALTH AND HOSPITAL AUTHORITY, a body corporate and political subdivision of the State of Colorado, with office located at 660 Bannock Street, 5th Floor, Denver, Colorado 80204, hereinafter referred to as the "DH"; DENVER PUBLIC SCHOOLS, with offices located at 900 Grant Street, Denver, Colorado 80203, hereinafter referred to as "DPS"; THE MENTAL HEALTH CENTER OF DENVER, licensed to provide mental health services to the citizens of the City and County of Denver, with offices located at 4141 East Dickenson Place, Denver, Colorado 80222, hereinafter referred to as "MHCD"; and JEWISH FAMILY SERVICE OF COLORADO, a 501(c)(3) nonprofit and nonsectarian human service agency with offices located at 3201 S. Tamarac Drive, Denver, Colorado 80231, hereinafter referred to as "JFS". Collectively, DH, DPS, MHCD and JFS shall be referred to as either the "parties" or the "agencies" or the "member agencies".

RECITALS:

WHEREAS, the purpose of this MOU is to serve as the operating agreement between the parties for the purpose of forming the membership of the DENVER SCHOOL HEALTH SERVICES COUNCIL ("DSHSC"); and

WHEREAS, the parties agree that this understanding will ensure better and more efficient basic primary health care services for the students of the Denver Public Schools.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and understandings set forth herein, the parties agree as follows:

SECTION 1: PURPOSE OF THE AGREEMENT:

This MOU will serve as the operating agreement between the parties for the purpose of forming the membership of the Denver School Health Services Council ("DSHSC"). Contained herein are the general responsibilities of all member agencies and also specific responsibilities for each agency with regards to the maintenance and delivery of basic primary health care services, which are to be provided through Denver School-Based Health Centers ("DSBHC") located in Denver Public Schools’ sites.

SECTION 2: DEFINITION OF PRIMARY HEALTH CARE SERVICES:

Primary health care services where they are referred to in this MOU are defined as non-specialty medical, mental health, and substance abuse services provided in a comprehensive, integrated and accessible manner and in a sustained partnership with the student, his or her family, and his or her primary care physician in order to promote health or treat disease.
Classroom health education, while not a core primary health care service, is recognized by the DSHSC as a crucial method for integration of school-based health center services and the mission of the schools to educate students. It is the intent of the DSHSC to support comprehensive health education for students in grades ECE-12 who are attending DSBHC sites.

SECTION 3: MISSION STATEMENT AND GOALS OF THE DSHSC:

The overarching mission of the DSHSC is to develop, test and disseminate collaborative approaches to delivering health services to children and youth attending Denver Public Schools within the school setting that will serve as a model for Denver, the State of Colorado and the nation. This will be accomplished through the following goals:

A. Improve the general health status – physical, psychological, social emotional and educational – of Denver’s public school students;

B. Establish community involvement at all levels for the purpose of planning, financing, implementation, evaluation, replication and dissemination of a system for assuring access to basic primary health care services for all Denver Public Schools children;

C. Define and make accessible a basic level of primary health care for children attending Denver’s public schools;

D. Bring diverse sources of alternative financing to bear on the problem of access to primary health services for all children attending Denver’s public schools; and

E. Support the public schools’ mission to educate students, to reduce school drop out rates, and to improve academic achievement.

SECTION 4: GENERAL RESPONSIBILITIES, INVOLVING ALL AGENCIES:

The parties agree to the coordination of all activities related to primary health care services that are provided in DSBHC sites. The following areas are identified for coordination and consensus expectations for all member agencies:

A. Drafting of documents, such as grants, development materials, publications, and media releases to reflect the collaborative nature of the DSHSC;

B. Developing DSHSC goals, objectives and work plans coordinating resources;

C. Committing staff from each agency to meet on a regular basis as part of a Management Team;

D. Agreement that all students utilizing DSBHC primary care services will have a signed parental consent form on file, and that no primary care services will be rendered through DSBHC without this form on file.
E. Hiring DSBHC staff who are compatible with a team approach to service delivery;

F. Collecting uniform service data for program evaluation or other purposes, to which participating agencies have access; and

G. Coordinating provision of services and resource commitments from all agencies as part of an annual work plan.

SECTION 5: RESPONSIBILITIES OF THE INDIVIDUAL MEMBER AGENCIES:

The goal of the DSHSC is to maintain and enhance staffing and other resources available for providing school-based health services to students attending Denver Public Schools. Staffing and other resources to be provided by DSHSC agencies for DSBHC will be dependent upon their resources and appropriations and determined in consultation with other DSHSC member agencies.

**Denver Public Schools:** The core mission of DPS is to educate students. It is recognized that serious social emotional and physical health problems facing Denver children interfere with learning and academic achievement, and that DPS has an important role in providing and facilitating community agency involvement in providing health services. As such DPS serves as a host for other DSHSC partner agencies that will provide health services to students. DPS will provide the space, utilities and maintenance of facilities for the DSBHC. In addition, DPS will provide school health staff, including the services of school nurses, psychologists and/or social workers for DSBHC sites. The goal of DPS is to maintain school health staff in support of the DSBHC. DPS administrative and supervisory support will include: assistance in identifying student populations in need of health services; assuring building-level administrative support for DSBHC; support for continuing education, training, and role expansion for school health staff; and leadership for health education initiatives.

**Denver Health and Hospital Authority:** The Denver Health (DH) mission includes the provision of primary health services to school-age children. DH will contribute leadership and services to the DSHSC. DH will provide primary health care provider staff (physicians, nurse practitioners, physician assistants), mental health care provider staff (licensed clinical social workers), reproductive health educators, primary care support staff, and clinical direction for DSBHC sites. DH will provide laboratory services, medical supplies and pharmaceutical supplies at DSBHC sites. DH will also provide administrative, medical and programmatic leadership for the health services provided at DSBHC sites and administrative support for the DSHSC and the DSBHC management team.

**The Mental Health Center of Denver:** The mission of the MHCD includes providing a range of accessible outpatient mental health services to children and youth in Denver. MHCD will work cooperatively with other DSHSC member agencies to develop a school-based system of primary mental health care service delivery for children and youth attending Denver Public Schools. MHCD will contribute mental health staff at appropriate DSBHC sites who will provide individual, group and family therapy services to DPS students. Appropriate clinical supervision will be assured by MHCD.
Jewish Family Service of Colorado: The mission of JFS is to restore well-being to the vulnerable throughout the greater Denver community by delivering services based on Jewish values. JFS will contribute mental health staff at appropriate DSBHC sites who will provide individual, group and family therapy services to DPS students. Appropriate clinical supervision will be assured by JFS.

SECTION 6: RESPONSIBILITIES OF THE COMMUNITY PARTNER AGENCIES:

The DSHSC will encourage community partners to participate in the DSHSC. Community partners will serve to inform and advise member agencies on health-related issues.

SECTION 7: FUNDING AND PHILANTHROPY:

It is recognized that current government and other sources are not adequate to realize the mission and goals stated in this MOU. DSHSC members hereby commit to developing the means to fully fund school-based health center initiatives. This will be accomplished through the following means:

A. DSHSC member agencies agree, following due discussion, to support one another in seeking grants and other funding to finance DSBHC services; and

B. When grant and other funding opportunities are presented to the Denver community for financing of DSBHC services, the DSHSC will deliberate which member agency(ies) can provide the best possible outcome for the children and adolescents to be served, considering support of the interagency collaborative effort; current service gaps; and successful application for funding.

SECTION 8: TERM OF THE AGREEMENT:

This MOU will remain in effect until June 30, 2020. Thereafter, this MOU may be extended by a letter referring to the MOU, signed by all parties and stating the period of continuation. The MOU may be terminated by any of the parties through a letter to the other parties, signed by the authorized representative(s) of the agency. A thirty (30) day notice is required in advance of termination.

SECTION 9: NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this MOU, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
SECTION 10: COMPLIANCE WITH LAWS:

The parties shall: (i) not use or further disclose information other than as permitted or required by this MOU; (ii) use appropriate safeguards to prevent use or disclosure other than as provided in this MOU; (iii) report to the other parties any use or disclosure not provided by the MOU; (iv) ensure that any subcontractors and agents to which the parties may provide protected health information agree to the same restrictions and conditions as apply to the parties; (v) make appropriate health information available upon individual requests as appropriate; (vi) make its practices, books, and records relating to the use and disclosure of protected health information available to the U.S. Department of Health and Human Services; (vii) return or destroy all protected health information at the termination of this MOU; and (viii) authorize the other parties to terminate this MOU if one other has violated a material term.

SECTION 11: VENUE, GOVERNING LAW:

This MOU shall be construed and enforced in accordance with the laws of the State of Colorado without regard to the choice of law thereof. Venue for any legal action relating to this MOU shall lie in courts of competent jurisdiction in Denver, Colorado.

SECTION 12: LIABILITY:

Each party hereto agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions, or those of its officers, employees, or agents to the full extent allowed by law. Notwithstanding any other provision of this MOU to the contrary, no term or condition of the MOU shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to DPS and DH under governmental immunity laws from time to time applicable to DPS and DH, including, without limitation, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

SECTION 13: EXECUTION OF MOU:

This MOU is expressly subject to, and shall not be or become effective or binding on any party hereto until it has been fully executed by all parties hereto.

SECTION 14: ENTIRE MOU; AMENDMENT:

This MOU reflects the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written statements, understandings or correspondence, if any, with respect thereto. This MOU may be amended only by one or more Amendatory MOUs executed in the same manner as this MOU.
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the day and year first above written.

Stephanie Thomas  
Chief Operating Officer  
Denver Health and Hospital Authority

__________________________
Tom Boasberg  
Superintendent  
Denver Public Schools

__________________________
Carl Clark, MD  
Chief Executive Officer  
The Mental Health Center of Denver

__________________________
Yana Vishnitsky, LCSW  
Chief Executive Officer  
Jewish Family Services
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Approved as to form:
General Counsel
Denver Public Schools