

**SCHOOL HEALTH AND NURSING PROGRAM  
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2024 is made and entered into by and among the Guilford County Board of Education (hereinafter "GCBOE" or "Board"), the governing body of the Guilford County Public School System (hereinafter "GCS"), Guilford County, through its Department of Health and Human Services, Division of Public Health (hereinafter "GC DPH"), and The Moses H. Cone Memorial Hospital Operating Corporation, and its affiliates, d/b/a Cone Health (hereinafter "Cone Health") who deliver services from the property of the GCBOE on the attached signature pages.

**WITNESSETH**

WHEREAS, the GCBOE, GC DPH and Cone Health recognize the benefits of providing health care services on campuses of GCBOE to the students of Guilford County, North Carolina;

WHEREAS, GC DPH has a willingness and a statutory obligation to provide nursing health services to schools and to supervise the school health services provided to students in Guilford County; and

WHEREAS, Agencies have a willingness to provide health services to students of GCS so that the students can remain in school with minimal interruption to their attendance in school and to the schedules of their parents and caregivers;

WHEREAS, Agencies understand the necessity and value of coordinating their services to maximize community resources, optimize space and contribute to the overall wellness of the school community and desires to foster those community commitments; and

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GCBOE, the GC DPH and Cone Health do hereby agree as follows:

**Article I  
Purpose and Governing Principles**

This MOU outlines the goals and guiding principles as agreed to by and between GCBOE, GC DPH, and Cone Health in order to foster an efficient and cohesive program that will build a positive relationship between the schools, the Public Health Department, Cone Health, and the staff, parents, and students in the Guilford County Public School System. A School Health Program is a current component of the public school system of Guilford County, North Carolina, to promote a healthy and safe environment on the campuses of the Guilford County Public School System.

GCBOE, GC DPH and Cone Health have statutory and professional standards by which they are bound. The parties agree that in compliance with the law, the parties shall administer the School Health Program established under this MOU without discrimination against any person on

the basis of sex, gender, race, color, religion, national origin, age, or disability. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

## **Article II Duties of the GC DPH**

GC DPH is designated by law to supervise the health issues in schools and to provide for the school nursing services for every school of GCS, and the duties are carried out by school nurses assigned by GC DPH (“School Nurse[s]”). Many schools do not have a full-time School Nurse assigned to the school; therefore, School Nurses are authorized to delegate some responsibilities to school personnel. They are required to train any designee carrying out health care functions in schools that would otherwise be performed by or supervised by the School Nurse. The relationship between GCBOE and GC DPH is particularly outlined in the annual agreement between the parties.

## **Article III Duties of the GCBOE and the GCS**

GCBOE operates a system of public schools in Guilford County, North Carolina. GCBOE has committed to providing GC DPH with appropriate facilities and support to carry out GC DPH’s legal responsibilities related to school nursing. Specific provisions and duties are more particularly outlined in the annual agreement between the parties.

## **Article IV HEALTH CARE PROVIDERS**

GCBOE has entered into an agreement with Cone Health to facilitate telehealth services between students on the campuses of GCBOE and licensed healthcare providers upon obtaining a consent to treat. Cone Health has assigned personnel in a number of schools who have some medical training and could serve as delegated school personnel working with students. GCBOE and Cone Health have an agreement that specifically outlines the duties and relationships between those parties.

## **Article V COORDINATED HEALTH SERVICES**

The GCBOE, GC DPH, and Cone Health share the goal of creating a vibrant and healthy school community and have agreed to coordinate their activities to maximize the resources, including personnel and space, available in schools. At each school where there are services of both a School Nurse and Cone Health’s certified personnel facilitating as telehealth presenters, the

attached Workflow Chart will govern the process of serving students. Additionally, the following provisions will govern the responsibilities of the parties:

1. All Cone Health personnel will remain Cone Health employees and will be supervised by Cone Health.
2. All personnel providing health services on the campuses of GCBOE will cooperate and share space and resources where doing so does not interfere with duties of confidentiality or other ethical duties.
3. GCBOE will select designees to receive appropriate training and perform delegated services at school sites, including Cone Health personnel, where appropriate. The selected personnel will be acting as School Designees performing duties at the instruction of the School Nurse and will be trained to perform any delegated duties in a manner deemed sufficient by both Cone Health and GC DPH.
4. Cone Health will have the right to determine the availability and capacity for any employee to assume delegated services.
5. Cone Health personnel serving as designees for GCBOE will store records in the school database, as those records are school-related records as opposed to medical records.
6. Medical records created from a virtual visit shall be housed in Cone Health's epic system and shall denote that the parent or guardian was present during the medical encounter.

## **Article VI Employment Status of Health Workers**

Each individual person performing duties pursuant to this MOU shall remain an employee of his or her respective assigning employer.

## **Article VII Term and Termination of MOU**

The term of this MOU shall begin on July 1, 2024 and end on June 30, 2025, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon thirty (30) days written notice to the other parties. In addition to right to terminate, Cone Health reserves the right to terminate immediately if required to do so for regulatory, accreditation and/or compliance obligation(s).

## **Article VIII Notice**

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by commercial courier with proof of delivery certification. If hand-delivered, the notice shall be effective upon delivery. If by commercial

courier service, the notice shall be effective when received. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the GCBOE at the address below:

If to GCBOE:

Guilford County Public School System  
Attn: Superintendent  
712 N. Eugene St.  
Greensboro, NC 27401

If to GC Public Health:

Guilford County Department of Health  
and Human Services  
Division of Public Health  
Attn: Public Health Director  
1203 Maple St.  
Greensboro, NC 27405

If to Cone Health:

The Moses H. Cone  
Memorial Hospital  
Operating Corporation  
Attn: Dr. Jeetu Nanda,  
Chief Medical  
Information Officer  
1200 N. Elm Street  
Greensboro, NC 27401

**Article IX  
Miscellaneous Provisions**

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each contracting entity shall conduct an annual check of all employees who will be on the campuses of GCBOE on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to GCBOE under this MOU if he/she appears on any of the sex offender registries.
2. Relationship of Parties. Contracting entities shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of

any other party hereto. Each party maintains control over its personnel, and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Guilford County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between GCS and Cone Health. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the limited subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against a party hereto or an individual employee of any party.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, constitute one and the same instrument.
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year as indicated.

**AGREED TO BY:**

**GUILFORD COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_

Name: Kimberly Steinke

Title: Chief Officer, Exceptional Children and Student Services

Date: \_\_\_\_\_

**GUILFORD COUNTY PUBLIC HEALTH**

By: \_\_\_\_\_

Name: Iulia Vann

Title: Public Health Director

Date: \_\_\_\_\_

**GUILFORD COUNTY GOVERNMENT**

By: \_\_\_\_\_

Name: Victor Isler

Title: Assistant County Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robin Keller

Title: Clerk to the Board

Date: \_\_\_\_\_

**THE MOSES H. CONE MEMORIAL HOSPITAL OPERATION CORPORATION**

By: \_\_\_\_\_

Name: Jeetu Nanda, MD, MBA

Title: Chief Information Medical Officer

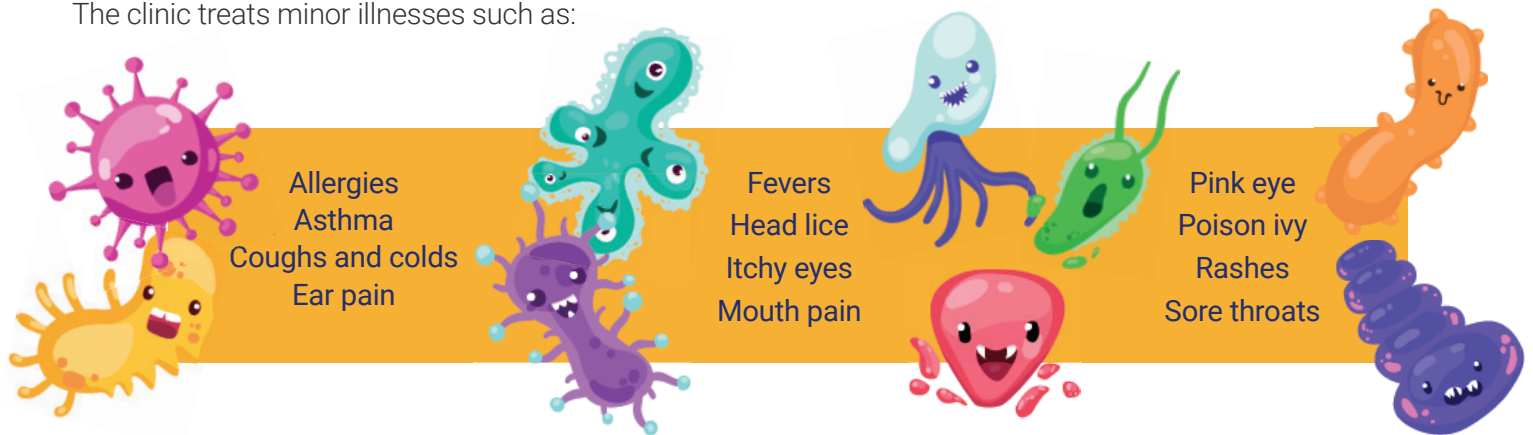
Date: \_\_\_\_\_



# School-Based Telehealth at Your School

## What is the school-based telehealth clinic?

Your school has a telehealth clinic that provides a virtual visit with a provider for minor illnesses. In many cases these visit allow your child to stay at school. Virtual visits are part of Guilford County school's efforts keep your child healthy. We partner with the school nurse, school social workers, behavioral therapists, and other team members. The clinic treats minor illnesses such as:



## Who can use the school-based telehealth clinic?

Any student can use the telehealth clinic if their parent or guardian signs the enrollment and consent form. With your permission, notes from the virtual visit will be sent to your child's primary care doctor or shared with you. Membership is free.

## How does it work?

When your child has a minor injury or is not feeling well at school, these injuries and symptoms can often be treated by common over-the-counter medications that would produce results quickly and could allow your child to remain in school. At your elementary school's telehealth clinic, safety is our first concern; therefore, you will be called when your child needs to take advantage of our services. The medical provider for these visits is off-site and connected to the exam with audio-visual technology. The telepresenter will show the provider the child's ears, throat, and nose and allow the medical provider to remotely listen to heart and lung sounds and even use a camera to show rashes or injuries. You can be in the visit to share information or ask any questions you may have.

## What is the cost?

Telehealth visits are covered by Medicaid and most insurance carriers. You may be asked to provide information regarding your coverage when you become a member. If you do not have insurance, these visits are provided at no cost to you!

## Why are we offering school-based telehealth clinics?

If a student gets sick at school or has a minor injury, the school staff calls you to come and pick up your child. They will miss school, and you must travel to pick them up. Sometimes it is difficult to see a provider right away. By putting a telehealth clinic in your school, we can provide students with the care they need while allowing them to stay at school, if possible. You will be able to get healthcare for your child without taking time from work or home duties.

## How do you and your child become a member?

To enroll your child in the [School-Based Telehealth Clinic](#), please fill out and sign the enrollment and consent form.

This Clinic is brought to you by,



**Turn the page over and complete all the questions on the back of this form. Be sure to sign and date this consent!**



## ENROLLMENT AND CONSENT FOR SCHOOL-BASED TELEHEALTH

Sponsored By Cone Health

**STUDENT INFORMATION**

Please provide the following information. Please complete the entire form and print clearly. There is a place for a signature at the end of the form.

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ (mm/dd/yyyy)

Gender: \_\_\_\_\_ Race: \_\_\_\_\_ Grade: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Student's regular physician (if known): \_\_\_\_\_ Office Phone: \_\_\_\_\_

**PARENT/GUARDIAN INFORMATION**

Parent/Guardian Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ (mm/dd/yyyy)

Phone: \_\_\_\_\_ Relation to Child: \_\_\_\_\_

Alternate contact should be someone who you give permission to speak on the behalf of your child's healthcare, if you (the parent or guardian) is not available.

Alternate Designated Contact \_\_\_\_\_ Relation to child \_\_\_\_\_

Phone: (cell) \_\_\_\_\_ (home) \_\_\_\_\_

Alternate Designated Contact \_\_\_\_\_ Relation to child \_\_\_\_\_

Phone: (cell) \_\_\_\_\_ (home) \_\_\_\_\_

**INSURANCE INFORMATION**

If your dependent child is covered under Medicaid or another insurance type, please provide the company name, policy, and group number. Telehealth visits are covered by most insurance types during the COVID-19 national health emergency. By providing the following information, you are giving the provider the permission to bill your insurance for services rendered.

If covered, please provide your child's Medicaid number: \_\_\_\_\_

If you have other Insurance, name of company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Group#: \_\_\_\_\_

**RELEASE OF INFORMATION**

In treating your child in the Telehealth Clinic, their information will be used and shared to provide care or conduct health care operations. For example, we may use your child's information to coordinate care with other providers, including the school nurse. We may share information with school personnel about how to accommodate your child's condition. We may use the information to evaluate how the services were delivered and whether this program is effective. And, we may share the information with others if there is a medical emergency. We may also receive information from other providers and pharmacies, such as your child's health history and medication list. We will place a copy of this information in your child's personal medical record. For more information about how your child's information may be used or disclosed, please review our Cone Health Notice of Privacy Practices available on our website <https://www.conehealth.com/patients-visitors/privacy/> for more information. A paper copy is available at the school clinic. I acknowledge that a copy of the Cone Health Notice of Privacy Practices has been made available to me.

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

Personal medical information will remain confidential. School staff will share confidential information only in the following situations: when it is educationally relevant for a student's academic progress, when necessary to address potential health care needs, to ensure the safety of the patient, other students/staff and/or school personnel, or other situations specified by law. I give permission for designated school personnel (including the school nurse) to share information from the school with the Telehealth Clinic about my child's health history, if appropriate, and/or other new health concerns.

**TELEHEALTH SERVICE**

The purpose of the Telehealth Clinic is to provide care to your child in certain situations, such as when they become ill while at school. By signing below, you are acknowledging that you understand the risks and benefits of your child receiving treatment through the clinic and you give consent for us to treat your child, virtually by telemedicine. Telehealth is the use of electronic information and communication technologies by a health care provider (using interactive audio, video, or data communications) to deliver services to your child when he/she is at school and the provider is located at a different place. Not every condition can be treated by the Telehealth Clinic. If your child's treatment provider believes your child would be better serviced by in-person treatment you will be notified and referred to an in-person setting for further care. If your child's condition is determined to be emergent, the school and/or the provider may send him/her to the hospital. Telehealth encounters are subject to the requirements of the HIPAA Privacy Rule that apply to Protected Health Information (outlined in the Release of Information section above). If you text or email us with patient information in an unsecured manner, you understand that the patient information could be viewed by someone other than us. There is a risk that treatment provided using telehealth could be disrupted due to technical failures.

**Medication Consent**

The provider may order any of the following medications to be given during a telehealth visit. **Circle any medication that you do not want your child to receive.**

Tylenol	Benadryl	Neosporin ointment
Advil	Zyrtec (allergies)	Hydrocortisone cream
Zofran (nausea)	NaturalHoney Cough Syrup	Benadryl topical gel (itching)

Next provide the name of any unlisted medication(s) that a medical provide has told you not to give your child due to an allergy or reaction \_\_\_\_\_.

Finally, review this section to make sure that you have indicated all medications that your child should not receive due to preferences, intolerances, or allergies.

**Consent to bill insurance, release information, and receive medical services.**

I, the parent/guardian of \_\_\_\_\_, give consent for my child to receive services as described in this consent document. I understand that this Consent Form will be good until my child leaves or graduates from this Elementary School or until I provide the Clinic staff with written directions otherwise. I understand that this consent may be revoked in writing at any time and the request to end participation must be sent to The Telehealth Clinic at the School address. By signing below, I agree as parent/guardian of my child that I have read, accepted, and agreed to be bound by this consent, notice and acknowledgement in relation to the telemedicine services provided to my child. I understand that if I do not sign this document, my child will not be able to receive treatment as a part of the program. I will be called before a visit to confirm consent. I may be asked to participate on my smart phone or tablet through a texted link."

Sign here \_\_\_\_\_

Date: \_\_\_\_\_

# SCHOOL HEALTH/TELEHEALTH WORKFLOW

