

MEMORANDUM OF UNDERSTANDING
between
Winbigler Medical
and
Oneida Special School District

This agreement is made and entered into as of 07/01/2021 by and between Oneida Special School District, 436 Church Street, Oneida, TN, and Winbigler Medical, 252 Oakburne Lane, Maryville, TN 37803. This document creates a memorandum of understanding for providing on-site school health services and support for Covid-19 testing.

PURPOSE OF AGREEMENT

- A. This document will serve as the operating agreement between Winbigler Medical for delivering health care services/Covid-19 testing to students, faculty, and staff of the school district (covered population).
- B. The overall goal of this agreement is to enhance epidemiology and laboratory capacity for Covid-19 testing and response. The Oneida Special School District and Winbigler Medical collaboration exist as a result of a partnership to promote and improve the health of the covered population.

Section I
Term

- 1.1 **Term.** The initial term of the Contract shall commence July 1st 2021 and terminate June 30th 2022, with provision for extension.
- 1.2 **Contract Extension.** The parties shall meet annually to consider and negotiate the extension of the Contract after the initial term for an additional Contract Year. For purposes of the Contract, the term "Contract Year" shall mean each one-year period commencing July 1st and ending June 30th.
- 1.3 **Option to Terminate.** Both parties may terminate the Contract upon providing thirty (30) days written notice.

Section II
Services

- 2.1 **Health Care Services** where they are referred to in this agreement are defined as non-curative health Services provided to the covered population. These services will follow preventive guidelines and may include:
 - training all staff (school nurses) on how to administer COVID tests.
 - setting all schools up with supplies needed to support Covid-19 testing.
 - training for portal reporting system
 - 24/7 support for questions
 - access to Winbigler Medical staff for testing as needed.
 - weekly reporting as required by law.
 - shipping tests and/or supplying a courier.

Section III

Underlying Principles

- 3.1. **Purpose.** All activities undertaken through this memorandum are for the purposes of increasing the health of the covered population at Oneida Special School District and supporting the schools' educational and health mission surrounding and pertaining to Covid-19.
- 3.2. **Fundamental Goal.** The provision of primary and preventative health services in Oneida Special School District is a fundamental goal of the Memorandum of Understanding.
- 3.3. **Access to Services.** Winbigler Medical works collaboratively with other community providers of health services to increase access to preventive and primary health services.
- 3.5. **Established Policies & Procedures of Oneida Special School District.** All staff involved in the delivery of nursing services through the school health program agree to work within established policies and procedures of Oneida Special School District and in accordance with state requirements and are not included nor bound by any provision of this agreement.
- 3.6. **Established Policies & Procedures of Winbigler Medical.** All staff involved in the delivery of primary and preventative health care services through Winbigler Medical agree to work within the Policies and Procedures established in this agreement and in accordance with current medical guidelines/standards of care as applicable by law.
- 3.7. **Licensing, Credentials, Criminal Investigation.** All staff involved in the delivery of health care services through Winbigler Medical shall meet appropriate licensing, credentialing requirements, and criminal background investigations.
- 3.8. **Minimum Hours of Operation.** Winbigler Medical will provide health care services designed to meet the health and health related needs of the covered population of Oneida Special School District when school is in session as needed.
- 3.9. **Funding.** Winbigler Medical will provide staffing support and related supplies and Oneida Special School District will provide the physical clinical space needed for Covid-19 testing.
- 3.10. **Collaboration.** Oneida Special School District and Winbigler Medical will work collaboratively to meet goals, objectives, and to satisfy requirements of this MOU.

Section IV

Services Provided

Through this agreement the following services will be provided as described in Section II definitions:

1. Health Care Services
- 4.1. **General Responsibilities.** Oneida Special School District and Winbigler Medical will commit resources to the activities envisioned. Resources to be provided by each agency will be dependent upon their respective resources and appropriations. Clinic Assistants and School Nurses are employees of Oneida Special School District. The Physician, Pharmacist, Nurse Practitioner or Physician Assistant, Medical Assistants, or other persons not employed by Oneida Special School District are employees of or supervised by Winbigler Medical. Winbigler Medical and Oneida Special School District are responsible for the payment of wages, benefits, and employment related taxes for their respective employees, including any unemployment compensation fund payments; and maintain Workers' Compensation insurance as required by Tennessee law.
- 4.2. **Management Responsibilities.** Mutual Management Responsibilities will include:

- A. Development of strategic clinical and administrative goals and objectives
- B. Produce quarterly reports.
- C. Communication of staffing changes or additions, and supervision of staff
- D. Assurance of quality of care through appropriate licensing and credentialing of clinicians and a formalized quality improvement and assurance program
- E. Complete periodic surveys to evaluate the program and covered population needs in accordance with Winbigler Medical policies and procedures
- F. Develop required consents for participation in the programs
- G. Comply with all federal and state laws prohibiting discrimination
- H. Comply with standards set forth in Title II of the Americans with Disabilities Act
- I. Follow all Oneida Special School District Communicable Disease Policy and Guideline and other Winbigler Medical occupational safety and health act guidelines regarding transmission of blood borne pathogens such as HIV and Hepatitis B to health care and public safety workers.
- J. Provide adequate and sufficient management/supervisory staff to fulfill the obligations under this Agreement.
- K. Provide adequate management and supervision of all employees to assure compliance with the agreement and applicable legal requirements
- L. Take all corrective or enforcement measures, including notification of proper officials, to prevent misconduct or non-compliance with applicable legal requirements
- M. Shall only use qualified and competent individuals. All parties shall ensure that all personnel are screened, qualified, and successfully tested in accordance with applicable legal requirements.

SECTION V

Oneida Special School District Responsibilities

- 5.1. **Space and Utilities.** Oneida Special School District will provide space and utilities needed to perform Covid-19 testing
- 5.2. **Review Practices.** Oneida Special School District will intermittently review Covid-19 testing practices to assess achievement of the principles in section III.
- 5.3. **Program Collaboration.** Oneida Special School District will work in partnership with Winbigler Medical to identify, support, and enhance epidemiology and laboratory capacity, health programs, and services.

SECTION VI

Winbigler Medical Responsibilities

- 6.1. **Supplies.** Winbigler Medical will provide supplies for health services provided.
- 6.2. **Cost of Travel/Training.** Winbigler Medical will provide cost of travel related to conducting health services and cost of training for Winbigler Medical personnel.
- 6.3. **Miscellaneous Cost and Expenses.** Winbigler Medical will provide for miscellaneous cost and expenses related to Covid-19 testing operations. Oneida Special School District is not responsible for cost/expenditures outside of the agreed upon setup fee(s) and remuneration for each test performed.
- 6.4. **Medical Supervision.** Winbigler Medical shall have a licensed physician as a medical director who supervises the medical services provided. The physician must be available to the provider at all times via direct in-person or telecommunication; must monitor and regularly review the practice of his/her mid-level provider, Physician Assistant (PA), Nurse Practitioner (NP), Pharmacist (PharmD)'s performance.

- 6.5. **Quality Assurance Plan.** Winbigler Medical will follow policies and procedures in adherence to HRSA guidelines covered under Federal Tort as standards of clinical practice and accredited through regulating agencies including JCAHO and HRSA.
- 6.6. **Laboratory Standards.** Winbigler Medical will conform to regulations determined by the accrediting agencies such as JCAHO and or HRSA.
- 6.7. **Criminal Background Investigations.** Winbigler Medical will require all personnel conducting business on behalf of Winbigler Medical in schools to authorize Oneida Special School District to perform criminal background investigations according to established Oneida Special School District policies and procedures prior to placement in School programs.
- 6.8. **List of Employees.** Winbigler Medical will provide a list of employees working in the school programs to Oneida Special School District. The list will include name, position, address, phone number, e-mail address, and any other information needed to satisfy section 6.7. This list will be periodically updated by Winbigler Medical to maintain a roster of current individuals working in school health programs.
- 6.9. **Services at Oneida Special School District.** Winbigler Medical will provide healthcare services to covered populations. Oneida Special School District will perform Covid-19 testing according to Oneida Special School District guidelines. Oneida Special School District will work in collaboration with Winbigler Medical to ensure the health needs of the covered populations are met.
- 6.10. **Funding.** Funding for all clinical, management, and support resources needed to satisfy Covid-19 testing requirements as expressed in section II is the responsibility of Winbigler Medical.
- 6.11. **Program Development.** The development of additional programs will depend on current need and available resources.
- 6.12. **Needs Assessment.** A needs assessment is performed of teachers, staff, and covered populations on health education needs. The assessment must be approved by Oneida Special School District. Assessment tool to be determined by Winbigler Medical in collaboration with Oneida Special School District Health Services Coordinator.

Section VII

Privacy of Health Information

- 7.1. **Confidentiality and Privacy.** All covered populations who present for health care services will be seen and assessed by Oneida Special School District staff. Documentation of visits will be done using the MPLN.net portal. School health records are governed by the Family Educational Rights and Privacy Act (FERPA). Winbigler Medical Medical Records are governed by Health Insurance Portability and Accountability Act (HIPPA). All staff involved in any of the clinical locations in Oneida Special School District will abide by policies and procedures with respect to confidentiality and patient health information (PHI).
- 7.2. **Family Educational Rights.** Covered population information is protected by the Family Educational Rights & Privacy Act (FERPA). All staff will abide by policies and procedures with respect to confidentiality and covered population educational records per FERPA.
- 7.3. **Health Insurance Portability Act.** Winbigler Medical and Oneida Special School District shall ensure that its directors, officers, employees, contractors and agents do not use private health information received from Winbigler Medical clinical data in any manner that would constitute a violation of the privacy standards of HIPAA.

Section VIII
Indemnification

- 8.1 **Indemnification by Winbigler Medical.** Winbigler Medical agrees to indemnify and defend Oneida Special School District against and hold Oneida Special School District harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause whatsoever with respect to Winbigler Medical, except for liability resulting from the willful acts or gross negligence of Oneida Special School District, its employees, agents, invitees or business visitors to the fullest extent permitted by law.
- 8.2 **Indemnification by Oneida Special School District.** Oneida Special School District agrees to indemnify and defend Winbigler Medical against and hold Winbigler Medical harmless from any liability, loss, damage, cost or expense including attorney's fees based upon any claim, demands, suit or action by any person or entity with respect to any personal injury (including death) or property damages from any cause whatsoever with respect to Winbigler Medical, except for liability resulting from the willful acts or negligence of Winbigler Medical its employees, agents or businesses, visitors to the fullest extent permitted by law.

Section IX
Modifications

- 9.1 **Severability.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by Winbigler Medical or Oneida Special School District to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in force and effect.
- 9.2 **Notices.** All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees indicated below unless written notification of change of address shall have been given.

If to Oneida Special School District to:

Dr. Melinda McCartt
Family Resource, & Safe Schools Director
Oneida Special School District
436 Church St.
Oneida, TN 37841

If to Winbigler Medical to:

Brian Winbigler, PharmD., MBA
Chief Financial Officer
Winbigler Medical
252 Oakburne Lane
Maryville, TN 37803

- 9.3 **Waiver of Breach.** Except as otherwise provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.
- 9.4 **Binding Agreement.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

- 9.5 **Conformance.** The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which is subject now or in the future including, without limitation, the Privacy Standards, Security Standards or Transactions Standards (collectively “Laws”). If within ninety (90) days of either party first providing written notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question, or ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the Agreement upon thirty (30) days prior written notice.
- 9.6 **Amendments.** Amendments to the memorandum must be made in writing and signed by the proper agents.
- 9.7 **Periodic Review and Revision.** Periodic Reviews of this agreement necessitated by changes and extensions of those underlying agreements may result in changes to this agreement. These will be mutually agreed upon by both parties and executed by an addendum.

Section X

Insurance

- 10.1 **Types of Insurance.** Winbigler Medical and Oneida Special School District agree that each shall obtain and maintain in full force and effect such insurance as each deems necessary to cover all insurable risks associated with its obligations under this Agreement and to keep such insurance in force at all times during the term of the Agreement.
- 10.2 **Adequate Insurance.** Winbigler Medical will maintain insurance as deem necessary by federal, state and local guidelines as deemed through FQHC designated statute and in accordance with agency policies and procedures that are board approved and HRSA sanctioned. Winbigler Medical will furnish on request reasonable evidence of insurance.

Section XI

Billing for services to covered populations

- 11.1 **Fee Schedule.** Winbigler Medical shall bill Oneida Special School District a fee of \$5,000 per school upon execution of this agreement. Accumulated charges for testing at a rate of \$140 per test will be billed on a recurring monthly basis.
- 11.2 **Billing Procedures.** Winbigler Medical will establish a process and maintain billing which does not breach the confidentiality of the clients being served that conforms to the standard operating procedures of Oneida Special School District.

The individual officer signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official, or agency.

ONEIDA SPECIAL SCHOOL DISTRICT


Dated: _____

By: _____

Title: _____

Winbigler Medical

Dated: 07/02/2021

By:  _____

Title: Chief Financial Officer