

# Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and between the following entities:

North East Florida Educational Consortium (NEFEC)
and
The School Board of Hamilton County, Florida

The North East Florida Educational Consortium (NEFEC), on behalf of its member districts, has been awarded funding through the Federal Department of Health and Human Services (DHHS) Center for Medicare & Medicaid Services (CMS), Section 303 of the Medicare Access and CHIP Reauthorization Act (MACRA) for the purpose of increasing and improving understanding, access, and use of healthcare coverage resources among children and families residing in small and rural communities. The purpose of this MOU is to establish the framework through which NEFEC and its participating member districts will collaborate to meet deliverables and exchange data.

## **I. Scope of Work**

The School Board of Hamilton County, Florida (HCSB) agrees to participate in the proposed Connecting Kids to Coverage grant (also referred to as “Cooperative Agreement”) for the FY 2016-2017 and to conduct activities and carry out responsibilities as identified in that grant.

## **II. Lead Applicant and Fiscal Agent**

NEFEC will serve as the lead applicant and be responsible for ensuring that the project is carried out in accordance with Federal requirements. The School Board of Putnam County, Florida,, as fiscal agent for NEFEC, will serve as the fiscal agent for the group and be responsible for the receipt and distribution of all grant funds.

## **III. Use of Funds**

HCSB agrees to use funds it may receive from the lead applicant under the MOU agreement in accordance with all Federal requirements that apply to the grant and applicable provisions of the Education Department General Administrative Regulations (EDGAR), including provisions governing allowable costs in section 74.27 (applicable to non-profit organizations) and section 80.22 (applicable to SEAs and LEAs). (See 34 C.F.R. 74.27 and 80.22.)

## **IV. HCSB’s Responsibilities**

HCSB agrees to:

- 1) Provide a space for grant staff to work while in the district.
- 2) Provide access to private space in which grant staff can conduct meetings with families
- 3) Support and promote the presence of grant staff at schools and school events
- 4) Share contact information of relevant partnering agencies working in Hamilton County, to include but not be limited to Florida’s Agency for Healthcare Administration, Head Start providers, Early Learning Coalitions, IDEA-funded programs, early childhood councils, PTA leadership, and the local Department of Health, for the purposes of sharing data and partnering around outreach activities.

- 5) Submit such data as is needed to support progress monitoring and project evaluation.
- 6) Provide district representation at quarterly Advisory Committee meetings.
- 7) Work collaboratively with NEFEC to develop and implement data-sharing protocols related to Medicaid/CHIP eligibility and enrollment status. Data will include historical information regarding previous coverage, information regarding current coverage, personally identifying information to facilitate identification and contact of children and families. All such data shall be generated in keeping with all confidentiality requirements of the Family Education Rights and Privacy Act (“FERPA”), and the Health Insurance Portability and Accountability Act (“HIPAA”) and all such data will be maintained by NEFEC
- 8) Participate as requested in any evaluations of this grant conducted by DHHS/CMS or by evaluators working at the request of the group.
- 9) Support and promote student participation in the annual Teen Summit to occur in the spring of 2017.
- 10) Work collaboratively with grant-funded staff to fulfill grant deliverables.
- 11) Provide relevant and appropriate information and feedback to NEFEC and to grant staff, as needed to ensure that collaborative relationships remain healthy and effective and that barriers to enrollment are identified and circumvented, where possible.

**V. NEFEC’s Responsibilities**

- 1) Hire, employ, supervise, and support grant staff.
- 2) Provide technological supports to facilitate ongoing communication and the ability to enroll families wherever they may be.
- 3) Provide all materials (tangible and electronic) required to promote enrollment activities, educate communities regarding insurance options, and enroll them in coverage, should families choose to do so.
- 4) Communicate with CMS regarding project progress, funding, and administration.
- 5) Support and enhance the district’s goals and standards with regard to manner and method of professional conduct and for the provision of services to children and families.
- 6) Assure compliance by the grant staff with the screening requirements of Jessica Lunsford Act per Florida Statute §1012.32 and with all confidentiality requirements of FERPA and HIPAA.
- 7) Obtain and maintain any and all records and data generated under the grant in compliance with HIPAA and FERPA.
- 8) Familiarize HCSB with the grant application and all the terms of the Grant and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR and Uniform Grant Guidance and so that NEFEC and HCSB can work collaboratively to meet the responsibilities specified in this MOU in order to ensure the project's success

**VI. Joint Responsibilities for Communications and Development of Timelines**

Each member of the group agrees to the following joint responsibilities:

- 1) Each participating school district will appoint a key contact person for the Connecting Kids to Coverage Cooperative Agreement.
- 2) These key contacts will maintain frequent communication to facilitate cooperation under this MOU.
- 3) These key contacts will work together to determine appropriate timelines for project updates and status reports throughout the whole grant project period.

**VII. Working Relationship Among Group Members**

HCSB agrees to work collaboratively with the other participating school districts to ensure that grant staff serve equitably and to combine outreach efforts where appropriate to leverage greater impact.

**VIII. Assurances**

HCSB assures and represents that it:

- 1) Agrees to be bound to every statement and assurance made by the lead applicant in the application;
- 2) Has all requisite power and authority to execute this MOU;
- 3) Will become familiar with the application with the assistance of NEFEC and is committed to working collaboratively to meet the responsibilities specified in this MOU in order to ensure the project's success;
- 4) Will comply with all the terms of the Grant and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR and Uniform Grant Guidance.

**IX. Modifications**

- (1) This MOU may be amended only by written agreement signed by HCSB and NEFEC. Any modification that would require a change in the approved application must be approved by the US Department of Education
- (2) Moreover, in no case will a modification of this MOU relieve either party of its responsibility to ensure that the MOU details the activities that each member of the group is to perform, or release any member of the group from every statement and assurance made by the group applicant in the application. See section 75.128(b) of EDGAR (34 C.F.R. 75.128(b)).

**XI. Effective Date/Duration/Termination**

This MOU shall be effective beginning with the date of the last signature hereon, and, ending upon the expiration of the grant project period, June 30, 2017.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands on this seal on this \_\_\_\_\_ day of August, 2016.

**XII. Signatures**

| The School Board of Hamilton County, Florida

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By Thomas P. Moffses, Jr., Superintendent

By Gary Godwin, Chairperson

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

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

**North East Florida Educational Consortium**

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By Dr. Patrick J. Wnek, Executive Director

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