



# Meridian Community Unit School District 223

Phone: (815) 645-2230 • Fax: (815) 645-4325

[www.meridian223.org](http://www.meridian223.org)

## MEMORANDUM OF AGREEMENT BETWEEN CRUSADERS CENTRAL CLINIC ASSOCIATION AND THE BOARD OF EDUCATION OF MERIDIAN SCHOOL DISTRICT NO. 223

This Memorandum of Agreement ("Agreement") is hereby entered into as of the 16<sup>th</sup> day of June, 2022 (the "Effective Date"), by and between Crusaders Central Clinic Association dba Crusader Community Health, an Illinois not-for-profit Corporation ("Crusader") and the Board of Education of Meridian Community Unit School District No. 223, Ogle and Winnebago Counties, Illinois (hereinafter referred to as the "District") (individually a "Party"; collectively the "Parties").

WHEREAS, Crusader is a Federally Qualified Health Center ("FQHC") that receives Federal grant support from the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("DHHS") pursuant to Section 330 of the Public Health Service Act ("Section 330"), to provide, or arrange for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to medically underserved communities in northwest Illinois, regardless of the individual's ability to pay for such services; and

WHEREAS, Crusader is offering certain medical services to the District's students at no cost to the District under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **Term and Termination.** This Agreement will be in effect from the Effective Date of this Agreement until June 30, 2019. Either party may terminate this Agreement at any time, with or without cause, by providing at least ten (10) calendar days' prior written notice to the other Party.
3. **Responsibilities of Crusader.**
  - a. **Services.** Services, Crusader will provide, in its sole discretion, a limited scope of primary and preventive medical and dental care (linked to referrals to specialists and hospitals for needs determined by Personnel to require follow-up) ("Services") to all students of the District who desire such services.
  - b. **Personnel.** Crusader shall solely use qualified Personnel to perform the Services. Personnel shall possess all required license(s)/registration(s) and/or certification(s) as applicable for the Services to be provided to the students.



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- c. **Billing and Fees.** Crusader, as the licensed provider of the Services, will be solely responsible and liable for the billing of third-party payors for services rendered (including, but not limited to Medicaid), and the collection and retention of any and all payments due. Crusader agrees to comply with all state and federal laws and regulations regarding such billing/payment. The District shall have no financial obligations under this Agreement and no responsibility for seeking payment/reimbursement from Medicaid and any other state or federal subsidy programs for the Services.
  - d. **Consents and Notices.** Crusader shall be solely responsible for obtaining all consents from parents/guardians (and/or consents of students, when applicable) as necessary for the provision of Services and for providing all notices and consultations required by law or ethics codes.
  - e. **Records Custody.** All medical/patient records and administrative records related to the performance of the Services shall be and remain the property of Crusader and within its custody and control at all times. This includes, but is not limited to, any and all Crusader consent forms or medical history forms which are distributed and/or collected by the District and subsequently delivered to Crusader. Crusader shall be responsible for maintenance, storage, confidentiality, and retention of such records as required by law, including, but not limited to, the Health Insurance Portability and Accountability Act. Crusader shall maintain records separately from the District's files of any student. Such records shall not be considered school student records. The District shall have no responsibility for the maintenance or custody of records relating to students that are created, received, and maintained by Crusader. Crusader will ensure that no "student record information" as defined in the Illinois School Student Records Act (105 ILCS 10/1 et seq.) or "education record" as defined the Family Educational Rights and Privacy Act (20 USC 1232g), and their implementing regulations, collected by Crusader during performance of the Services will be released in violation of any applicable state or federal law or regulation.
  - f. **Liability Insurance.** Crusader will provide general and professional liability insurance coverage (including, but not limited to, at its discretion, coverage under the Federal Tort Claims Act) to cover its performance of the Services (including coverage for the actions and inactions of all Personnel whether or not employed by Crusader). Such insurance shall include coverage for sexual misconduct and molestation liability.
  - g. **Mandated Reporting.** Crusader agrees that the Personnel shall abide by the provisions of the Illinois Abused and Neglected Child Reporting Act, 325 ILCS 5/1 et seq., with respect to reporting abused and neglected children during their time providing Services to District students.
  - h. **Health and Safety Guidelines.** Crusader shall adhere to and abide by all federal and state laws, regulations, and guidelines pertaining to the performance of the Services.
4. **Responsibility of the District.** For those students whose parents consent to Crusader performing Services for their child, the District will provide, free of charge, transportation to Crusader at mutually agreeable dates and times.





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5. **Planning Team.** The Parties agree to establish a planning team comprised of representatives from both parties. The planning team will determine the dates and times Crusader will provide the Services to District students and arrange other logistics as necessary.
6. **Indemnification.** It is understood and agreed that neither party to this Agreement shall be responsible for any negligent or wrongful acts, either of commission or omission, chargeable to the other including its employees, agents or servants, unless such liability is imposed by law; and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. Each party will defend, indemnify, and hold harmless the other party against all claims, suits, damages, costs, expenses, and attorney's fees arising out of or occasioned by the acts or omissions of the other party to the extent allowed by law.
7. **Compliance with Laws.** Crusader agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.
8. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
9. **Notices.** Any notices to be sent pursuant to this Agreement shall be sent to the parties at the addresses below unless a party notifies the other, in writing, of a change in address:

Crusaders Central Clinic Association  
C/O President & CEO  
1200 West State Street  
Rockford, IL 61102

Meridian Community Unit School District No. 223  
C/O Office of the Superintendent  
207 W. Main Street  
Stillman Valley, IL 61084

IN WITNESS OF WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Crusaders Central Clinic Association  
dba Crusader Community Health,

Board of Education of  
Meridian Community Unit School District No. 223  
Ogle and Winnebago Counties, Illinois

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

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



**MERIDIAN**  
SCHOOL DISTRICT #223

# Meridian Community Unit School District 223

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Name: \_\_\_\_\_

Name:  John Smith

Title: \_\_\_\_\_

Title: Board of Education President

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

Date: 6-16-22