

Central Valley School Health Coalition Meeting December 6, 2024



PUTTING HEALTH CARE IN SCHOOLS

The California School-Based Health Alliance is the statewide non-profit organization dedicated to **improving the health & academic success of children & youth by advancing health services in schools.**

Learn more:



schoolhealthcenters.org



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- ◆ discount Tools & resources
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Join Us at the 2025 California School Health Conference

THE POWER OF PARTNERSHIPS



CALIFORNIA
SCHOOL-BASED
HEALTH ALLIANCE

Putting Health Care Where Kids Are

APRIL 28-29 | HYATT REGENCY ORANGE COUNTY | ANAHEIM
www.schoolhealthcenters.org/conference/

AGENDA

- **Introductions & Housekeeping**
- **CSHA Updates & News from the Field**
- **Consent & Confidentiality**
- **Networking Lunch**



WHO'S IN THE ROOM

Name

Affiliation (LEA/Healthcare/other)

What do you want to get from this CV Community?



SCHOOL-BASED HEALTH CENTERS & WELLNESS CENTERS

Map: www.schoolhealthcenters.org/school-based-health/locations/

Congratulations to Golden Valley Health Center!



CSHA SBHC/WC DEFINITIONS



“**School-Based Health Center**” means a student-focused health center¹ located at or near a school that provides age-appropriate, **medical services**² by clinicians³. It may also provide behavioral health, dental, optometry, and/or ancillary services (i.e. health education, youth engagement, nutrition).



“**Wellness Center**” means a student-focused center¹ located at or near a school that provides age-appropriate, **clinical behavioral health services**² by providers⁴.

- ◆ ¹The center may be a facility or a mobile unit, and must include at least one confidential treatment space appropriate to services provided, as well as an additional area for reception, enrollment, and triage
- ◆ ²Services may be provided in-person or via telehealth
- ◆ ³As defined by HRSA
- ◆ ⁴As defined by California Board of Behavioral Sciences



- **Certified Wellness Coaches**
 - [Scholarship](#) Cycle now open - deadline Feb 13th, up to \$35K
 - Wellness Coach [webinar](#)
 - CWCs approved for MediCal billing in early 2025
- **CYBHI Fee Schedule [Cohort 3](#) announced**
- **CYBHI Partnership & Capacity Building Grants**
 - Extension of funding timeline available- 6/30/2027
 - Implementation plans due in 1/31/2025

Art Resource Prints

Nancy Aguilar

Contact info

Email: nancyaguilarcreative@gmail.com

Text: (559) 512-6635

logo



Services We Offer:

- Dental
- Behavioral health
- Sports Physicals
- Optometry
- Lab testing
- Prescriptions
- Immunizations

EXAMPLE SUBJECT TO CHANGE

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Fusce volutpat dolor nec arcu bibendum, eget rutrum nibh consequat. Etiam eleifend tincidunt tortor. Suspendisse molestie dolor fermentum, interdum arcu at, dapibus arcu. Donec ligula elit, rhoncus vitae cursus vitae, consequat id tortor.

Opening Hours:

Monday - Friday
8:00am - 4:30pm

Closing Hours:

Monday - Friday
12:30pm - 1:00pm

Phone Number:

000-000-0000

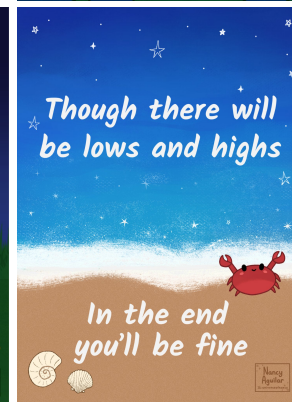
www.yourwebsite.org

000 Cardinal Direction
Street City, CA 00000



* Interest sign-up sheet located at the back

* Business cards available





Consent & Confidentiality

DISCLAIMER

Information provided in this training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials available on this webinar and on the CSHA website are for general informational purposes only. Please consult your organization's legal counsel.

Confidentiality and Consent

What research tells us



*“State policies also affect an adolescent’s ability to consent to medical treatment, as well as confidentiality when they access health services. Confidentiality is linked to access to and quality of care for this age group. Research has found that some **teenagers will go without care, withhold information about themselves, delay, or not seek help** in order to keep their parents from finding out about a health issue.”*



Are you looking for information on consent or confidentiality?



Are you looking for information on consent or confidentiality?
Which questions are most like the questions you have?

Services

May a 15 year-old get counseling services without parent/guardian consent?

At what age can a young person get STI testing without parent/guardian consent?

May a 13 year-old access substance use services without parent/guardian consent?

*It seems like most of your questions are about **consent** or what a minor can consent to on their own without parent/guardian consent.*

Sharing

May a school-based health provider share information with the school nurse?

May a school-based health provider share information with a teacher about how a student is progressing?

May a school nurse disclose information to a student's pediatrician?

*It seems like most of your questions are about **confidentiality** or what information can be **shared** between different entities.*

CONSENT

CONFIDENTIALITY

Consent for treatment

- State and federal law prescribe whether a minor's parent or guardian must consent to the minor receiving specific services or whether the minor can consent themselves.

Primary medical
and dental care

Reproductive
health care

Pregnancy-
related care

Mental health

Substance use
treatment

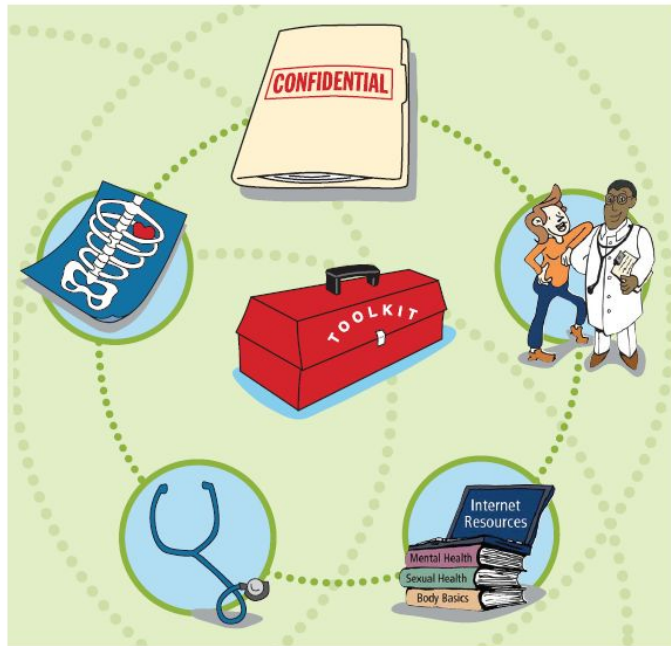
Understanding Confidentiality and Minor Consent in California: An Adolescent Provider Toolkit

<https://www.phi.org/thought-leadership/understanding-confidentiality-and-minor-consent-in-california-an-adolescent-provider-toolkit/>




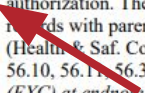
UNDERSTANDING CONFIDENTIALITY AND MINOR CONSENT IN CALIFORNIA

An Adolescent Provider Toolkit



Illustrations by Jordan Zioni, 17

MINORS OF ANY AGE MAY CONSENT	LAW/DETAILS	MAY/MUST THE HEALTH CARE PROVIDER INFORM A PARENT ABOUT THIS CARE OR DISCLOSE RELATED MEDICAL INFORMATION TO THEM?
<p>PREGNANCY</p>	<p>“A minor may consent to medical care¹ related to the prevention or treatment of pregnancy,” except sterilization. (Fam. Code § 6925).</p>	<p>The health care provider is not permitted to inform a parent or legal guardian without the minor’s consent. The provider can only share the minor’s medical information with them with a signed authorization from the minor. (Health & Saf. Code §§ 123110(a), 123115(a)(1); Civ. Code §§ 56.10, 56.11).</p>
<p>CONTRACEPTION</p>	<p>A minor may obtain all forms of birth control without parental consent, including long acting reversible contraception and emergency contraception. A minor may not consent to sterilization. (Fam. Code § 6925). In 2022, Article 1, section 1.1 was added to the California Constitution, which states: “The state shall not deny or interfere with an individual’s reproductive freedom in their most intimate decisions, which includes their fundamental right to choose to have an abortion and their fundamental right to choose or refuse contraceptives.”</p>	
<p>ABORTION</p>	<p>A minor may consent to an abortion without parental consent. (Fam. Code § 6925; <i>American Academy of Pediatrics v. Lungren</i>, 16 Cal.4th 307 (1997)). In 2022, Article 1, section 1.1 was added to the California Constitution, which states: “The state shall not deny or interfere with an individual’s reproductive freedom in their most intimate decisions, which includes their fundamental right to choose to have an abortion and their fundamental right to choose or refuse contraceptives.”</p>	<p>The health care provider is not permitted to inform a parent or legal guardian without the minor’s consent. The provider can only share the minor’s medical information with them with a signed authorization from the minor. (<i>American Academy of Pediatrics v. Lungren</i>, 16 Cal.4th 307 (1997); Health & Safety Code §§ 123110(a), 123115(a)(1); Civ. Code §§ 56.10, 56.11).</p>

MINORS 12 YEARS OF AGE OR OLDER MAY CONSENT	LAW/DETAILS	MAY/MUST THE HEALTH CARE PROVIDER INFORM A PARENT ABOUT THIS CARE OR DISCLOSE RELATED MEDICAL INFORMATION TO THEM?
<p style="text-align: center;">OUTPATIENT MENTAL HEALTH SERVICES*/ SHELTER SERVICES</p> <p><small>*This section does not authorize a minor to receive inpatient psychiatric care, convulsive therapy, psychosurgery or psychotropic drugs on their own consent.</small></p> 	<p>Two statutes give minors the right to consent to mental health treatment. If a minor meets the criteria under either statute, the minor may consent to their own treatment. If the minor meets the criteria under both, the provider may decide which statute to apply. There are differences between them. See endnote ^ for more on these differences:</p> <p style="text-align: center;"><u>Family Code § 6924</u></p> <p>“A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis or to residential shelter services, if both of the following requirements are satisfied:</p> <p>(1) The minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services or residential shelter services. AND</p> <p>(2) The minor (A) would present a danger of serious physical or mental harm to self or to others without the mental health treatment or counseling or residential shelter services, or (B) is the alleged victim of incest or child abuse.” (Fam. Code § 6924.)</p> <p>Starting July 1, 2024, Cal. Fam. Code § 6924 is updated to provide that a minor age 12 or older may consent for outpatient mental health treatment or counseling if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient mental health treatment or counseling. There will be no additional criteria.</p> <p style="text-align: center;"><u>Health & Safety Code § 124260</u></p> <p>“[A] minor who is 12 years of age or older may consent to [outpatient] mental health treatment or counseling services if, in the opinion of the attending professional person, the minor is mature enough to participate intelligently in the mental health treatment or counseling services.” (Health & Saf. Code § 124260.)</p>	<p style="text-align: center;"><u>MENTAL HEALTH TREATMENT:</u></p> <p style="text-align: center;"><u>Family Code § 6924</u></p> <p>The health care provider is required to involve a parent or guardian in the minor’s treatment unless the health care provider decides that such involvement is inappropriate. This decision and any attempts to contact parents must be documented in the minor’s record.</p> <p>Starting July 1, 2024, the health care provider is required to involve a parent or guardian in the minor’s treatment unless the health care provider decides that such involvement is inappropriate. The provider must consult with the minor before deciding whether to involve parents This decision and any attempts to contact parents must be documented in the minor’s record. (Fam. Code § 6924; 45 C.F.R. 164.502(g)(3)(ii).) <i>See also exception (EXC) at endnote.</i></p> <p style="text-align: center;"><u>Health & Safety Code § 124260</u></p> <p>The health care provider is required to involve a parent or guardian in the minor’s treatment unless the health care provider decides that such involvement is inappropriate. The provider must consult with the minor before deciding whether to involve parents This decision and any attempts to contact parents must be documented in the minor’s record. (Health & Saf. Code § 124260(a).)</p> <p>While this exception allows providers to inform and involve parents in treatment when appropriate, it does not give providers a right to disclose medical records to parents without the minor’s authorization. The provider can only share the minor’s medical records with parents with a signed authorization from the minor. (Health & Saf. Code §§ 123110(a), 123115(a)(1); Civ. Code §§ 56.10, 56.11, 56.30; Welf. & Inst. Code § 5328.) <i>See also exception (EXC) at endnote.</i></p> <p style="text-align: center;"><u>SHELTER:</u></p> <p>Although minor may consent to service, the shelter must use its best efforts based on information provided by the minor to notify parent/guardian of the provision of services. (Fam. Code § 6924.)</p> 



Minor Consent Medi-Cal

- Also called Sensitive Services
- A program that provides limited services to people under age 21, regardless of their immigration status, without parental consent or notification
- Minors' eligibility for services is determined on the basis of minors' income and resources.

What Services are Provided?

Substance
abuse treatment

Outpatient mental
health services

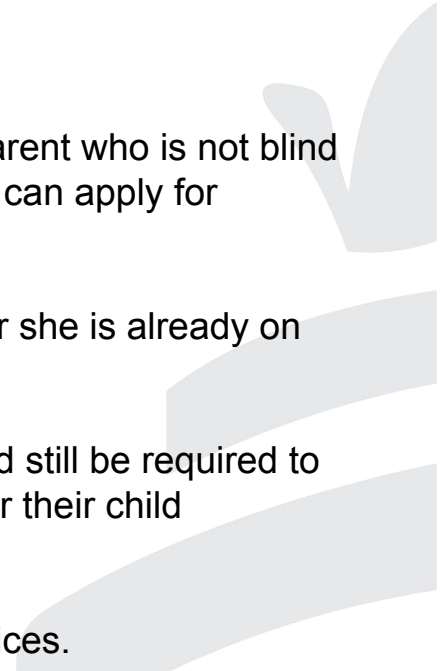
Family planning,
pregnancy, and
pregnancy-
related services

Abortion

STI diagnosis
and treatment

Sexual assault
treatment

Who is Eligible for Minor Consent Medi-Cal?

- ❑ Children of any age under age 21 are covered for services related to pregnancy, family planning, and sexual assault.
 - ❑ Children ages 12-20 are covered for mental health outpatient care and services related to sexually transmitted diseases.
 - ❑ Teenagers and youth under 21 living at home with their parents.
 - ❑ A married teen or youth under the age of 21 living in the home of a parent who is not blind or disabled is considered a child. Therefore the only way these teens can apply for Medi-Cal, on their own, is under this Minor Consent program.
 - ❑ Teen or youth can qualify for the Minor Consent program even if he or she is already on Medi-Cal as part of his or her parent's case.
 - ❑ Teens who have their own children, who want regular Medi-Cal, would still be required to have their parents apply on their behalf. The teen parent can apply for their child independently.
 - ❑ Teens or youth can apply for coverage for one or more sensitive services.
- 

APPENDIX **H1** Sample Parent
Consent (English)

PARENT/LEGAL GUARDIAN CONSENT FORM

Student Name: _____ Date of Birth: _____ Grade: _____

To give your child permission to receive medical/dental/behavioral health care at [COMMUNITY HEALTH CENTER NAME], please complete this consent form and return it to school or health center staff as soon as possible. Information on privacy practices, policies, and procedures are available at the end of this form, and at the school office and/or clinic.

As the Parent and/or Legal Guardian, I hereby give my student consent to receive services offered by [COMMUNITY HEALTH CENTER NAME] at my child's designated school under the following terms and conditions:

1. I have been informed of the services offered at the [HEALTH CENTER NAME] and I understand that these services are routine health care services and that treatment will be limited to:

Medical

- Diagnosis and treatment of minor and acute illnesses and first aid for minor injuries
- Physical examinations (general, sports, pre-employment)
- Laboratory services
- Vision & hearing screenings
- Immunizations
- Prescription and over-the-counter medications
- Diagnosis, treatment, & prevention of sexually transmitted infections
- Pregnancy testing, prescription for contraception, and referral for prenatal care
- Nutrition assessment and counseling
- Health education about a variety of topics such as drugs and alcohol, healthy relationships, sexually transmitted infections, HIV, pregnancy prevention, and stress management

Dental

- Dental screening and fluoride varnish
- Dental examinations, diagnostic procedures (x-ray and pictures), and treatment
- Use of local anesthetics
 - o I understand that there is the chance for allergic response or muscle soreness due to local anesthetic used during a procedure.

Behavioral Health

- Individual and or group counseling relating to topics such as drugs and alcohol, physical and sexual abuse, suicide, grief and loss, sexuality, school, family, and general mental health.

2. I have listed below those services that I DO NOT WANT my child to receive at the School-Based Health Center:

¹ Study coordinated by California Center for Civic Participation and Youth Development



However, I understand that California State Law permits the provision of the following services to a minor who has attained 12 years of age with or without parental consent:

- Diagnosis and treatment of sexually transmitted diseases
 - Pregnancy testing, contraceptives and referral for prenatal care
 - Crisis mental health counseling by [HEALTH CENTER NAME]
 - Alcohol and substance abuse counseling
3. I understand my consent covers only those services provided at the [HEALTH CENTER NAME] School-Based Health Centers and does not authorize services to be provided at any other private or public facility.
 4. I authorize the [HEALTH CENTER NAME] to exchange information regarding treatment of my child with school district partners and/or other medical providers for any reason in accordance with medical practice and what is legally allowed through patient privacy laws.
 5. I understand that no student or family will be charged for services at the School-Based Health Center. However, it is the School-Based Health Center's policy to cover expenses by billing possible third-party sources such as Medi-Cal and Family Pact. Students may be asked to register for Medi-Cal. Family income is usually not a factor in determining eligibility; rather eligibility depends on the type of medical or mental health service utilized by the student. The School-Based Health Center may be required to release information regarding treatment to third-party payers, such as Medi-Cal or Family Pact for the purpose of billing.
 6. All information between your child/guardian and [HEALTH CENTER NAME] services is held strictly confidential unless (1) you authorize the release of information, (2) the disclosure is allowed by a court order, (3) the student presents a physical danger to her/him self or to others, or (4) child or elder abuse/neglect is suspected. In cases of potential abuse or neglect, [HEALTH CENTER NAME] staff is required by law to inform the proper authorities so that the protective measures can be taken. If your student/family is receiving services through more than one [HEALTH CENTER NAME] services partner, relevant information may be shared between program staff in order to coordinate services. Staff should discuss with you such conversations and their relevance.
 7. I authorize the [SCHOOL DISTRICT] to grant [HEALTH CENTER NAME], the on-site health provider at my child's designated school to review my child's pupil records. [HEALTH CENTER NAME] agrees not to disclose the pupil records to any other person or entity without first obtaining written permission.

All participants are accepted into the program on a nondiscriminatory basis, and are accorded equal treatment and services without regard to race, color, sex, sexual orientation, gender identity, religion, nation of origin or ancestry. Your rights include, but are not limited to the following:

- Services that are courteous, dignified and reliable.
- A safe and comfortable environment.
- To be informed by [HEALTH CENTER NAME] of the provisions of laws regarding complaints and procedures for registering complaints including, but not limited to, the address and telephone number of the appropriate person.
- To discontinue services.

Name of Parent/Legal Guardian (print): _____ Relation to Student: _____

Signature of Parent/Legal Guardian: _____ Date: _____



**School Based Health Center
CONSENT FOR MINORS**

Best number where we can reach you: _____ Home Phone Cell Phone

OK to send an appointment reminder by text message? Yes No At different number: _____
Standard Text Messaging Rates May Apply

By law in California, I can receive certain services without consent from my parent or legal guardian.

These services include:

- Diagnosis and treatment of sexually transmitted infections
- Pregnancy testing and referrals
- Prescriptions for birth control (e.g., condoms, the pill)
- Alcohol and drug abuse counseling or treatment
- Mental health assessment and crisis intervention/counseling
- Treatment for medical emergencies

Our priority is to protect your health and safeguard your legal rights. Please read the following section carefully and sign below.

ABOUT CONFIDENTIALITY

I understand that information about my health and health care will be kept confidential. However, I understand that [HEALTH CENTER NAME] staff may share or be required to share this information in the following situations:

1. Staff within [HEALTH CENTER NAME] may share information about my health or health care with one another in order to best help me.
2. To bill health insurance programs (e.g., Medi-Cal or Family PACT).
3. Staff may share information about me or my health care with researchers or evaluators, but this information will not be attached to my name.
4. If they judge that I am at risk of hurting or killing myself, [HEALTH CENTER NAME] staff must report this to the police and will probably tell my parent(s) or legal guardian.
5. If I have threatened to physically hurt or kill another person, they must report this to the police and to the person(s) involved.
6. If I share information about physical, sexual or emotional abuse or neglect, they must report this to Social Services and/or the police.
7. If I am under 16 and having sex with someone 21 or older; or if I am under 13 and having sex with someone 14 years or older, they must report this to CPS and/or the police.
8. If I come to [HEALTH CENTER NAME] drunk, high or otherwise under the influence and the staff think I am at risk of hurting myself or someone else, they might call my parent or guardian to help make sure I am safe.
9. If I bring weapons or other dangerous objects into [HEALTH CENTER NAME].
10. If I sign a consent to release this information to another health care provider.
11. If a judge requires [HEALTH CENTER NAME] to share this information with the courts.
12. [HEALTH CENTER NAME] staff may confirm with my teacher that I was in [HEALTH CENTER NAME] to clear my absence, but not why I was there.
13. If I test positive for certain sexually-transmitted infections, I understand that [HEALTH CENTER NAME] will need to report this information to the County Health Department, and that the County MAY attempt to contact me.

By signing below, I acknowledge that I:

- have read and understand the information described above, including the conditions about confidentiality.
- agree to fill out a Client Survey that asks some personal questions about me.
- verify that I have received a copy of [HEALTH CENTER NAME]'s Notice of Privacy Practices.
- have received a copy of this consent form.
- verify that I have received a copy of [HEALTH CENTER NAME]'s Patient Rights & Responsibilities.

Signature

Date

Centros de Salud Escolar
CONSENTIMIENTO PARA MENORES

Mejor número al cual llamarte: _____ Tel. casa Celular

¿Podemos enviar un mensaje de texto para recordarte acerca de tus citas médicas?

Sí No Otro número diferente: _____

Tu compañía de teléfonos podría aplicar una tarifa por el envío de mensajes de texto

Las leyes de California permiten que recibas ciertos servicios sin el consentimiento de tus padres o tutor legal.

Estos servicios incluyen:

- diagnóstico y tratamiento de infecciones de transmisión sexual
- pruebas de embarazo y recomendaciones a servicios relacionados
- recetas médicas para métodos anticonceptivos (condones, pastillas, etc.)
- consejería o tratamiento para el abuso de alcohol y drogas
- evaluación de salud mental e intervención o consejería en casos de crisis
- tratamiento de emergencias médicas

Nuestra prioridad es proteger tu salud y tus derechos legales. Lee esta hoja cuidadosamente y firma al pie de la página..

CONFIDENCIALIDAD

Entiendo que la información sobre mi salud y atención médica se mantendrá confidencial. Sin embargo, entiendo que el personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] puede compartir o ser obligado a compartirla en las siguientes situaciones:

1. Las personas que trabajan en [NOMBRE DEL CENTRO DE SALUD ESCOLAR] pueden compartir entre ellas información sobre mi salud y mi atención médica con el fin de ayudarme mejor.
2. Para cobrar a los programas de seguro médico (Medi-Cal, Family PACT, etc.).
3. El personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] puede compartir información sobre mí o sobre mi atención médica con investigadores o evaluadores médicos, pero esta información no será relacionada con mi nombre.
4. Si el personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] juzga que yo estoy en riesgo de hacerme daño a mí mismo o de matarme, deberá notificar a la policía y probablemente informará también a mis padres o tutor legal.
5. Si he amenazado con hacerle daño físico o matar a otra persona, el personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] deberá reportarlo a la policía y a las personas involucradas.
6. Si comparto información sobre el abuso o descuido físico, sexual o emocional, el personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] deberá notificar a Social Services y/o a la policía.
7. Si tengo menos de 16 años y mantengo relaciones sexuales con personas de 21 años o más; o si tengo 13 años y mantengo relaciones sexuales con personas de 14 años o más, el personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] deberá notificar al servicio de protección de niños (CPS) y/o a la policía.
8. Si llevo a [NOMBRE DEL CENTRO DE SALUD ESCOLAR] borracho, drogado o bajo la influencia de alguna sustancia y el personal juzga que estoy en riesgo de hacerme daño a mí mismo o de hacerle daño a otra persona, tal vez llamen a mis padres o tutor legal con el fin de proteger mi seguridad personal.
9. Si traigo armas u otros artículos peligrosos a [NOMBRE DEL CENTRO DE SALUD ESCOLAR].
10. Si firmo un consentimiento para permitir el envío de esta información a otro profesional médico.
11. Si un juez exige que [NOMBRE DEL CENTRO DE SALUD ESCOLAR] comparta esta información con la corte.
12. El personal de [NOMBRE DEL CENTRO DE SALUD ESCOLAR] puede confirmar con mi maestro que yo estuve en La Clínica con el fin de explicar mi ausencia de la escuela, pero no puede decirle la razón de mi visita.
13. Si alguna prueba de infección de transmisión sexual me sale positiva, entiendo que [NOMBRE DEL CENTRO DE SALUD ESCOLAR] deberá reportar esta información al Depto. de Salud del Condado y que el Condado PODRÍA tratar de comunicarse conmigo.

Al firmar abajo, doy fe de que:

- He leído y entendido la información que aparece arriba, incluidas las condiciones sobre la confidencialidad.
- Acepto llenar una encuesta para clientes (Client Survey) que contiene algunas preguntas personales sobre mí.
- Verifico haber recibido una copia de Las Prácticas de Privacidad de [NOMBRE DEL CENTRO DE SALUD ESCOLAR].
- He recibido una copia de este formulario de consentimiento.
- Verifico que he recibido una copia de Los Derechos y Responsabilidades del Paciente de [NOMBRE DEL CENTRO DE SALUD ESCOLAR].

Firma

Fecha



<https://www.schoolhealthcenters.org/resources/sbhc-operations/student-records-consent-and-confidentiality/california-guide/>



NOTICE TO CONSUMER
Medical doctors
licensed and regulated by
the Medical Board
(800) 451-9211
www.mba.ca.gov

Is the provider of health care an educational agency or the employee or agent of one?

Yes

FERPA applies

Health records are subject to FERPA if the person or agency creating the records is an educational institution or the employee or agent of one. On the next page are more details and some case examples that demonstrate how these factors come into play.

No

Is the provider of health care a covered entity?

Yes

HIPAA applies

If FERPA does not apply to student health records, the next question is whether HIPAA applies. HIPAA applies if the health provider who created the record is a "covered entity": a health care provider that transmits healthcare information in electronic form. More details about covered entities are found on the next pages.

No

Neither FERPA nor HIPAA applies

Check California confidentiality laws

HIPAA and FERPA are federal laws; however, California has its own laws that protect the confidentiality of medical and mental health information. More details about California confidentiality laws are found on the next pages.

**HIPAA, FERPA, BOTH*
OR NEITHER?
A FLOWCHART FOR
DECISION-MAKING**

Parent or guardian involvement & notification

- ❑ Keep connections open
- ❑ Best practices -
 - Phone calls or letters home
 - Preferred language
 - Communicate care plan & informed consent
- ❑ Emergency situations
- ❑ Harm to self or others
- ❑ Mandatory reporting



HIPAA & FERPA in SBHC collaborations

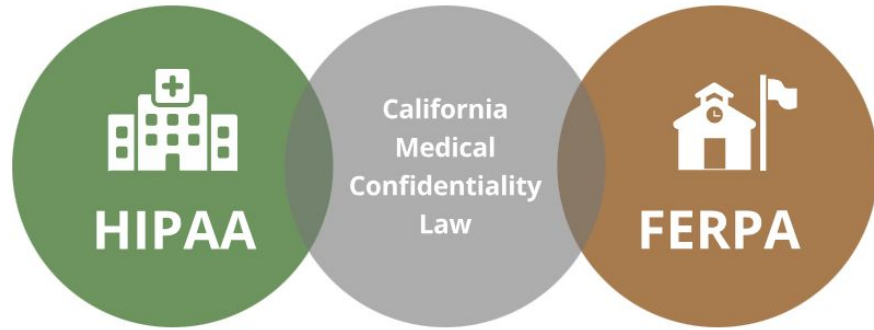
Why do we share data in
a SBHC collaboration?



To improve health and academic outcomes of students by facilitating:

- Student referral
- Coordination of care
- Program monitoring and evaluation
- Program improvements to advance equity
- Data to justify SBHC support, funding and replication to reach more students

The Basics of HIPAA and FERPA



- FERPA and HIPAA can never apply to the same records at the same time.
- FERPA and California medical confidentiality law can apply to the same records at the same time.
- HIPAA and California medical confidentiality law can apply to the same records at the same time.
- HIPAA or FERPA may apply to control the release of the health records created when health services are provided on a school campus.

HIPAA & FERPA application in SBHC collaborations



Institutional level	Individual student level
Memorandum of Understanding (MOU)	FERPA consent
Dating sharing agreements	HIPAA Release of Information
Operationalizing in practice	

How HIPAA & FERPA Interact in California



FERPA



Memorandum of Understanding (MOU)

between school district and health care sponsor to set expectations, and define school and SBHC roles and responsibilities, around student confidentiality



The MOU clarifies:

- Protected health information under HIPAA, including: Minor consent law in California
- Protected education information under FERPA (Parental access to FERPA records until student age 18)
- HIPAA and FERPA releases of information required to share information between parties
- Maintenance of confidentiality of shared information

Data sharing agreements

Some school districts put into place additional data sharing agreements with the goals of, for example:



- ❑ Preserving the anonymity of student identities, including assurance that identifiable student data is not released to third parties
- ❑ Enhancing the ability of the school district and SBHC to improve academic achievement for students by allowing access to individual student records consistent with the requirements of FERPA
 - Option to designate SBHC providers as agent / institutional partner of the district
- ❑ Accurately measuring the district and SBHC's progress toward improving student outcomes and indicators, and meeting set targets and other goals

Operationalizing in practice

between SBHC and school.
In compliance with HIPAA
and FERPA, SBHC and
school decide protocols
and practice for e.g.:



- Student referrals and handoffs to SBHC by school staff
- School passes for students to leave class for SBHC appointments
- Recording attendance in school system vis à vis SBHC appointments to maintain student privacy
- Care coordination and parameters for:
 - SBHC staff communication with school staff re individual student care and progress
 - SBHC staff participation in student support meetings with school staff

FERPA consent

to share student's education data with SBHC is typically included in SBHC registration packet. Parent or eligible student (18 or older) provides consent



- I consent to the release of my child's education records from [XX] School District to the [SBHC]. I understand that education records include, but are not limited to...*
- I understand that the purpose of sharing these records with the above mentioned entities is to keep my child's school based health center medical and/or mental health provider informed of his/her academic program and progress. In collaboration with [SBHC sponsor], [XX] SBHC staff will work with my child and/or his/her school in an effort to improve my child's success at school.*
- I acknowledge that I may revoke this consent...*

Release of Information (ROI) per HIPAA

to share student
health information with
school staff and others:



- Under HIPAA, the **school nurse** is part of a student's health care team for the purposes of care coordination. **No ROI is necessary for SBHC to share student health information with school nurse**, though confidential health information should not be entered into school records to maintain student privacy. The school nurse can provide e.g. student vaccination records to the SBHC for those students already registered with the SBHC and with a FERPA consent on file.
- To share health information with others:** the person able to consent for care is the person who signs the ROI (parent/guardian, or the student if the student is 18 or older or if ROI is relating to confidential care)
- ROI can be general, or limited in timeframe and scope of information to be shared

HIPAA – FERPA questions relating to records and communication of...



Medical Provider



Behavioral Health
Provider



School Administrator



Student



School Nurse



Caregiver

<https://www.schoolhealthcenters.org/resources/sbhc-operations/student-records-consent-and-confidentiality/california-guide/faq/providing-minor-consent-including-mental-health-and-sexual-and-reproductive-health-srh-services/>



Medical Provider



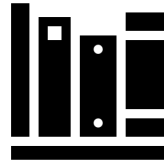
If I am a medical provider working in a school, are my records subject to HIPAA or FERPA?



May a health care provider working in a school setting share limited information with a teacher or principal working in the same school about how a student is progressing?



School Administrator



May a school let a teacher know about a student's medical condition, such as a chronic disease, documented in the education file?



May the principal access minor consent information documented in the education file?



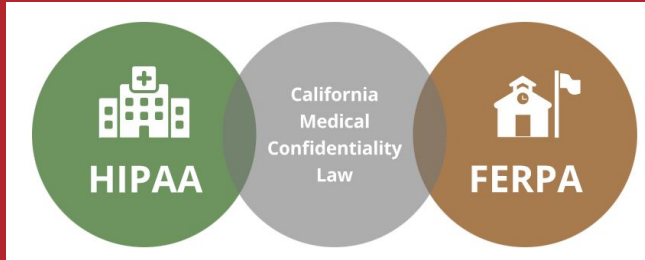
Student



If a student receives mental health or sexual reproductive health services, may parents access their student's protected health information?



May the principal access minor consent information documented in the education file?



Remember -

- Whether HIPAA, FERPA or state law, you can always share information if there is a valid written authorization to release.
- Otherwise, you only may share if there is an exception that allows or requires disclosure

Tensions in our school-based health care landscape



A California Guide for Sharing Student Health and Education Information

[https://www.schoolhealthcenters.org/
hipaa-ferpa](https://www.schoolhealthcenters.org/hipaa-ferpa)



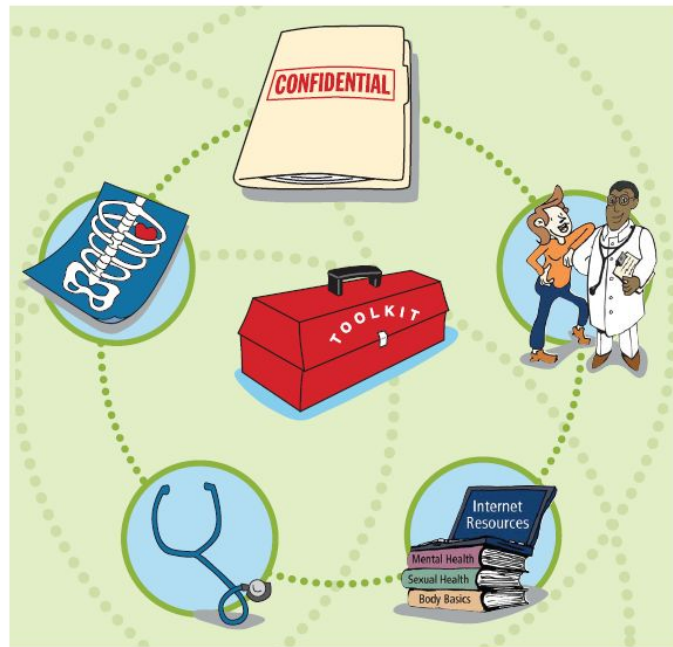
Understanding Confidentiality and Minor Consent in California: An Adolescent Provider Toolkit

<https://www.phi.org/thought-leadership/understanding-confidentiality-and-minor-consent-in-california-an-adolescent-provider-toolkit/>



UNDERSTANDING CONFIDENTIALITY AND MINOR CONSENT IN CALIFORNIA

An Adolescent Provider Toolkit

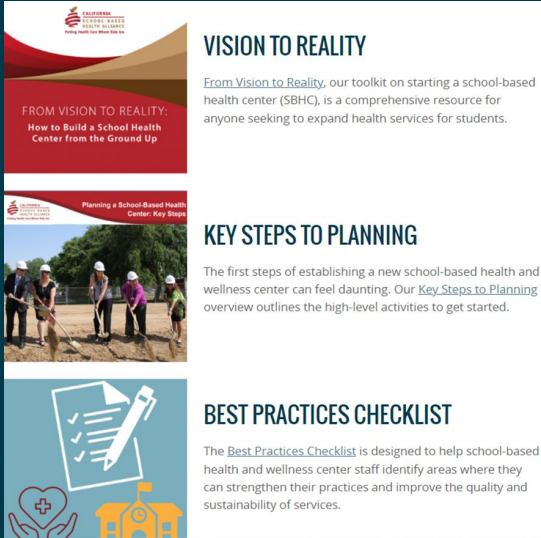


Illustrations by Jordan Zioni, 17

FREE RESOURCES AVAILABLE



<https://www.schoolhealthcenters.org/about-us/our-work/>



VISION TO REALITY
From [Vision to Reality](#), our toolkit on starting a school-based health center (SBHC), is a comprehensive resource for anyone seeking to expand health services for students.

KEY STEPS TO PLANNING
The first steps of establishing a new school-based health and wellness center can feel daunting. Our [Key Steps to Planning](#) overview outlines the high-level activities to get started.

BEST PRACTICES CHECKLIST
The [Best Practices Checklist](#) is designed to help school-based health and wellness center staff identify areas where they can strengthen their practices and improve the quality and sustainability of services.

CLOSING & LUNCH

THANK YOU!

Future meetings: Friday March 7 in Merced - Site Visit at Stefani SBHC by GVHC

Evaluation & Feedback: Please complete!

STAY CONNECTED

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 info@schoolhealthcenters.org

 [sbh4ca](https://twitter.com/sbh4ca)

 [sbh4ca](https://www.instagram.com/sbh4ca)

Gracias

謝謝

Thank you

Cảm ơn

Salamat

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