

~~MEMORANDUM OF UNDERSTANDING~~ PROFESSIONAL SERVICES
CONTRACT
BETWEEN
RAINIER SCHOOL DISTRICT AND
~~THE PUBLIC HEALTH FOUNDATION OF COLUMBIA~~
COUNTY COLUMBIA HEALTH SERVICES
2018-2020~~2020-2022~~

This Agreement is made by and between Rainier School District, Columbia County, Oregon (“District”) and ~~The Public Health Foundation of Columbia County~~ Columbia Health Services (“TPHFCCCHSCHS”) on behalf of its program called Rainier School-Based Health Center (“RHC”).

WHEREAS the District and TPHFCCCHS recognize a need for its students to have healthcare services reasonably accessible in order to maximize their chances for success at school. In this regard, it is the experience of the District and TPHFCCCHS that, as a result of economic and other barriers, many students do not have such health care services reasonably accessible and thus are unable to achieve their full academic potential.

WHEREAS CHS has provided funding to build the physical building for a clinic on the Rainier School District campus.

WHEREAS, the District has dedicated ~~space-land to house~~ to support RHC, an Oregon Certified School-Based Health Center program, located at the Rainier K-12 Campus

WHEREAS RHC is medically sponsored by the TPHFCCCHS, which is a tax-exempt governmental agency serving as a fiduciary agent and oversight body for RHC.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the District and TPHFCCCHS agree as follows:

I. Responsibilities of the School District

During the term of this Agreement, the District shall have the following responsibilities:

1. Dedicate and provide space for the operation of the RHC in the modular at 28168 Old Rainier Rd. in Rainier, Oregon. This space is provided as an in-kind donation to RHC. Unless the consent of the District is first obtained in writing, TPHFCCCHS shall not use the space for any other purpose and shall not make any improvements or alterations to the space.
2. Provide utilities for the operation of the RHC throughout the duration of the school year. Utilities are provided as in-kind donation to RHC. Utilities include heat, electricity, phone service, and water/sewer.

3. Provide janitorial services for the operation of RHC ~~for the weeks that school is in session.~~ Janitorial services are provided as an in-kind donation to RHC.
4. Allow its School Nurse, school counselors and other staff to provide consultation to RHC staff within the parameters of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
5. Maintain professional liability insurance for services performed at the RHC by the District's employees, in amounts sufficient to cover the responsibilities and obligations of the RHC hereunder.
- ~~5.6. Reimburse CHS for the provision of one day per week of mental health services provided through CHS contract with Columbia Community Mental Health at the rate of \$621.12 per month.~~

II. Responsibilities of the TPHFCCCHS

During the term of this Agreement, the TPHFCCCHS shall have the following responsibilities:

1. As medical sponsor, TPHFCCCHS:
 - a. Retains responsibility for hiring, firing, medical liability and any corrective action regarding the performance of the Pediatric or Family Nurse Practitioner (PNP or FNP) or Backup Practitioner located at the RHC.
 - b. Maintains professional liability insurance for services performed at the RHC by the MD, FNP and ~~Certified~~ Medical Assistant who are TPHFCCCHS employees. Contracted medical providers will have professional liability insurance coverage as outlined in individual contracts.
2. Assure that RHC provides unbiased care for all students regardless of student insurance status or insurance carrier and will also assure that students will not be required or pressured to change insurance carriers in order to receive medical services.
3. Assure that SBHC Requirements as set forth in the Oregon School-Based Health Center Program Standards for Certification ~~dated 2017~~ are met for the facility, including equipment; hours of operation, eligibility for services; written policies and procedures; laboratory services; data collection; and staffing. The RHC will comply with TPHFCCCHS's clinical policies and procedures in the event that it does not have its own. The Standards for Certification are attached hereto as Exhibit A and are incorporated herein by this reference.
4. Maintain a defined quality assurance (QA)/continuous quality improvement (CQI) process and meet state requirements for monitoring and reporting.
5. The parties of this Agreement shall cooperate to define and designate the roles and responsibilities of the District's and TPHFCCCHS's employees providing services at RHC to ensure that their work complements and supports the FNPP Provider.
- ~~5.6. CHS shall invoice Rainier School District on a monthly basis at the rate of \$621.12 per month for the provision of 1 day/week of mental health services.~~
- ~~6.7. Refrain from storing on or discharging from or onto District property any hazardous, toxic or infectious waste materials or substances and any other pollutants or contaminants as now or hereafter defined by any federal, state or local agency rule or regulation, including, as amended, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response,~~

Compensation and Liability Act, the Toxic Substances Control Act and the Emergency Planning and Community Right-to-Know Act, together with all regulations adopted thereunder.

7.8. _____ Inspect the space provided by the District prior to its use and accept the space 'AS IS' without warranty, guarantee or averment of any nature whatsoever by the District concerning its physical condition. It is agreed that the District will not be responsible for any loss, damage or costs which may be incurred by the TPHFCCCHS by reason of any such physical condition.

III. Term

The initial term of this MOU shall commence on ~~June~~ July 1, 2018-2020 and shall terminate at midnight on ~~June 30, 2020~~ 2023. This MOU may be renewed for additional terms of ~~one two~~ (12) year upon the written agreement of the parties.

IV. Termination

Any party may terminate this Agreement with or without cause upon ~~thirty six~~ one hundred eighty ~~(36)~~ (180) days prior written notice to the other parties.

V. Relationship between the Parties

The parties' relationship hereunder is that of independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between District and TPHFCCCHS. None of the parties have the authority to bind or act on behalf of another party except as otherwise specifically stated in addendums to this MOU and signed by all parties. Each party shall provide its own Workers' Compensation coverage for its personnel performing services hereunder and assume full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement.

VI. Indemnification and Insurance

Both the District and the TPHFCCCHS agree to be responsible and assume liability for their own respective wrongful or negligent acts or omissions and to provide insurance coverage protecting against such acts or omissions.

1. Each party shall be responsible for any and all injury or death to any and all persons and property caused directly or indirectly by reason of any error, omission or other negligence of such party in the performance of this Memorandum of Agreement. Each party shall save harmless, indemnify and defend the other party, its elected officials, officers, agents and employees, from and against all claims, demands, causes of action, liabilities, damages, costs, expenses and attorney fees arising out of the wrongful or negligent act or omission of any officer, employee, elected official, agent or invitee of the indemnifying party for activities arising out of this Memorandum of Agreement.
2. Each party shall procure and continuously maintain during the term of this Memorandum of Agreement a general public liability and property insurance policy with combined single limits or their equivalent, of not less than \$1,000,000 for each occurrence and a \$2,000,000 aggregate for bodily injury and/or property damage. It shall include contractual liability coverage for the indemnity under this Agreement. The insurance shall be in a form sufficient to protect each party against claims of third persons for personal injury, death or property damage

arising from the activities contemplated by and performed under this Memorandum of Agreement.

VII. Confidentiality

District and TPHFCCCHS agree that all information regarding patients, as well as all information with respect to the operations and business of the other parties obtained during the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without the prior written consent of the other, except for access required by law, regulation, third party reimbursement agreements, information given to those with a business need to know for the performance of this Agreement, or information in the public domain.

VIII. Notices

Any notice or other communication required or permitted under this Agreement will be in writing within ten days and will be deemed given as of the date it is (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt requested, to the party at the address listed below or subsequently specified in writing, or (c) sent, shipping prepaid, receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing.

AS TO THE DISTRICT: Superintendent, Rainier School District
28168 Old Rainier Rd
Rainier, Oregon 97048
Attn: ~~R. Michael Carter~~ Joseph Hattrick

AS TO THE TPHFCCCHS: Administrator, TPHFCCCHS
PO Box 995
St. Helens, OR 97051
Attn: Sherrie Ford

IX. Compliance with Laws

The parties agree to perform their respective obligations hereunder in compliance with all applicable federal, state and local laws, codes, regulations, rules, and orders, good clinical practices, and other relevant professional standards. All correspondence and communication by and between the parties in connection with RHC, including, but not limited to, any adverse event reporting shall be done in a manner so as to comply with all regulatory, contractual and customary compliance obligations of the parties. The parties further agree to comply with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to perform all of their obligations under this Agreement.

X. Governing Law and Venue

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with Oregon law and any litigation arising out of this Agreement shall be conducted in the courts of the state of Oregon.

XI. Nonwaiver

The failure of a party to exercise any of its rights under this Agreement is not a waiver of such rights or a waiver of any rights for subsequent breach.

XIII. Severability

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

XIV. Entire Agreement

This Agreement signed by the parties is the parties final and entire Agreement and supersedes all prior oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

XV. Amendments

This Agreement may be supplemented, amended, or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

RAINIER SCHOOL DISTRICT

Date
R. Michael Carter — Joseph Hattrick
Title: Superintendent

~~THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY~~
COLUMBIA HEALTH SERVICES

Date
Sherrie Ford
Title: Director