

**PENDLETON SCHOOL BASED HEALTH CENTERS (SBHC=s)
MEMORANDUM OF AGREEMENT**

This agreement, effective as of this 1st day of July, 2016, is entered into by and between Pendleton District 16-R, St. Anthony Hospital, and Umatilla County (AAgencies@).

1. Purpose of the Agreement: This document will serve as an operating agreement among the agencies establishing the Pendleton School Based Health Centers: Pendleton District 16-R, St. Anthony Hospital, and Umatilla County.

Contained herein are general responsibilities of all member AAgencies@ and specific responsibilities for each agency regarding the maintenance and delivery of comprehensive health services, which are to be provided through school-based health centers (SBHC) located in Pendleton public school sites.

2. Affixed to this document as Attachment A are the Operating Guidelines of the Pendleton School Based Health Centers.
3. Definition of Comprehensive Health Services: A school-based health center delivers a defined set of core services (primary health care, health promotion and curricula activities, prevention, intervention, and appropriate counseling, treatment, and referral) to children, youth and others (as determined at the local level), in identifiable school space, and during regular scheduled time by qualified health professionals in a collaborative relationship with the local educational and health care community.

Services

School-based health centers must provide the following services:

- Assessment of non-urgent and emergency medical health needs.
- Primary and acute health care assessment, diagnosis, treatment, and referral.
- Acute management of chronic medical conditions.
- Age appropriate reproductive health education and medical services.
- Mental health and social services assessment and referral.
- Mental health and social services crisis management.
- Health promotion, prevention, and wellness activities.

4. Mission Statement and Goals of the Pendleton School Based Health Centers:
The overarching mission of the Pendleton School-Based Health Centers is to develop, test, and disseminate collaborative approaches to delivering health services to children and youth attending Pendleton public schools within the school setting, which will serve as a model for the development of school based health centers with the involvement of a hospital. This is accomplished through the following goals:

To improve the general physical, psychological, social and educational health status of Pendleton public schools.

To establish community involvement at all levels for the purpose of planning, financing, implementation, evaluation, replication, and dissemination of a system for assuring access to comprehensive health services for all students enrolled in Pendleton public schools.

To support the public schools mission to educate students, to reduce school dropout rates and to improve academic achievement.

5. General Responsibilities Involving All “Agencies”: The undersigned agree to coordination of all activities related to comprehensive health services that are provided in school-based health center sites. The following areas are identified for coordination and consensus expectation of all participated agencies:

Drafting of documents, such as grant, publications and media releases to reflect the collaborative nature of the Pendleton School-Based Health Centers.

Developing and implementing school-based health center goals, objectives and work plans, coordinating resources and developing additional resources for the school based health centers.

Committing staff from each agency to meet on a regular basis as part of a Management Team.

Agreeing that all students utilizing SBHC comprehensive health services will have a signed parental consent form on file, recognizing that students who fall under ORS 109.640 will be provided appropriate services.

Hiring and retaining SBHC staff who are compatible with a team approach to service delivery.

Agreeing that medical records are the property of the medical sponsor/SBHC.

Collecting uniform service data for program evaluation or other purposes, to which participating agencies have access.

Coordinating provision of services and resource commitments from all agencies as part of an annual work plan.

6. Responsibilities of the Individual Partner “Agencies”: Staffing and other resources to be provided by the School-Based Health Center participating agencies will be dependent upon their resources and appropriation and determined in consultation with the other School-Based Health Center participating agencies. Specific responsibilities of the individual partner agencies are delineated below.

PENDLETON PUBLIC SCHOOLS: Mission: To educated students. Further, it is recognized that serious health problems facing Pendleton children interfere with learning and academic achievement and that the Pendleton School District has an important role in providing and facilitating community agency involvement in providing health services.

Pendleton School District

Will provide space, utilities and maintenance of facilities for school-based health centers.

Agrees that revenue generated by the SBHC is directed back to the SBHC.

Board of Directors will approve polices as recommended from the Management Team.

Will participate as a member of the SBHC Management Team.

Will assist in identification of student populations in need of health services.

Will assist with referrals to alcohol and other drug assessment services through community organizations i.e. ESD, Mental Health/Addiction Services.

Will assure building level administrative support for the SBHC=s.

Provide leadership for health education initiatives.

ST. ANTHONY HOSPITAL: Mission: To create a healing influence, especially to the poor and under served, while providing quality health care with compassion, skill and efficiency.

St. Anthony Hospital:

Will provide all services in accord with the Ethical and Religious Directives for Catholic Heath Care Services (Fourth Edition)

Will provide on an annual basis funding to be applied toward the salary and the benefits of the Nurse Practitioner.

Agrees that all revenue generated by the SBHC is directed back to the SBHC.

Will work with School Based Health Center participating agencies to integrate secondary and tertiary medical subspecialty services with SBHC primary medical care services to ease the process of referrals for Pendleton public school students needing these services.

Will participate as part of the Management Team with participating agencies.

UMATILLA COUNTY PUBLIC HEALTH DEPARTMENT:

Mission: To preserve, protect, and promote the health and well being of the county-wide community.

Umatilla County Public Health as a Department within Umatilla County:

Will provide overall management/supervision of the County divisions involved in SBHC activities.

Agrees to participate as a member of the Management Team.

Agrees to act as a contact for other entities wanting to develop school based health centers based on the collaborative model.

Will serve as the SBHC Medical Sponsor.

As the local public health authority, will accept and approve expenditures of public funds as granted from Oregon State Health Division for SBHC's.

Will provide staff through these funds for the SBHC.

Will provide direct supervision of designated SBHC coordinator and operations of the SBHC's.

Will designate a member of the Public Health Division to participate as a member of the Management Team.

Will provide Public Health Officer, who will be the designated medical director.

7. Operating Principles: The undersigned agree to adhere to: the Operating Guidelines approved by the Pendleton School District (Attachment A); the description of roles and responsibilities for members of the Management Team (Attachment B); and the description of roles and responsibilities of the Site-Based Team (Attachment C).

- 7.1 Compliance With All Laws, Regulations and Standards: See Standards for Certification by Oregon School Based Health Center Program.

8. Independent Contractor: In the performance of all professional services, duties and other obligations under this Agreement, Agencies shall be and at all times are acting and performing independently, practicing its profession in a competent, efficient and satisfactory manner and in accordance with the customs, usage and standards currently observed by the school. School shall neither have nor exercise any control or direction over the methods by which Agencies shall perform its work and functions under this Agreement, provide that such methods are not inconsistent nor in conflict with the above described method, practices customs, usages and standards.

Agencies are performing the services under the Agreement as an independent contractor and not as an employee, agent, partner or joint venture with School. No relationship of employer or employee is created by this Agreement between agencies and School. Agencies shall have no claim under this agreement or otherwise against School for vacation pay, sick leave retirement benefits, social security benefits, workers compensation benefits or employee benefits. School shall not withhold any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. The sole interest of School is to ensure that the services shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by School.

9. Insurance: Agencies shall, at its own cost and expense, obtain and maintain in force during the term of this Agreement professional, general automobile and excess liability insurance with limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. Such insurance shall be provided by insurance company (ies) acceptable to School and licensed to conduct

business in the State of Oregon. A certificate of insurance (or copy of the insurance policy) verifying such coverage shall be in the possession of School at all times while this Agreement is in effect. School shall be notified at least thirty (30) days prior to cancellation, reduction or material change in coverage. In the event the form of insurance is claims made, Agencies warrants and represents that it will purchase appropriate tail coverage for claims, demands or actions reported in future years for acts or omissions during the term of this Agreement. In the event of insufficient coverage as defined in this paragraph, or lapse of coverage, School reserves the right to terminate this Agreement.

10. Indemnification: To the extent permitted by the Oregon Constitution and Oregon Tort Claims Act, Agencies shall defend, indemnify, and hold harmless School, its agents, servants, and employees against all claims, demands, and judgments (including attorney fees) made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury, or death is caused by the negligence or intentional wrongful act of Agencies, or their employees, servants, or agents; provided such defense, indemnification and hold harmless agreement shall not apply to damage injury or death resulting from actions of School, its agents, servants, or employees. School shall promptly notify Agencies in writing of any such claim or demand to indemnify and shall cooperate with Agencies in a reasonable manner to facilitate the defense of such claim.
11. Notice: Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid, addressed as follows:

Pendleton School District 16-R
Attention: Superintendent
1207 SW Frazer
Pendleton, OR 97801

St. Anthony Hospital
Attention: President/CEO
1601 SE Court Avenue
Pendleton, OR 97801

Umatilla County
Board of Commissioners
Attention: Chair
216 SE 4th Street
Pendleton, OR 97801

12. Term of Agreement: The Memorandum of Agreement will remain in effect until June 30, 2019. It may be extended and/or amended by a letter referring to this agreement, which is signed by the parties below and states the period of continuation and/or amendments. The

memorandum of Agreement may be terminated by any of the parties through a letter to the other parties, signed by the authorized representative(s) of the Agency. A thirty (30) day notice is required in advance of termination.

Andy Kovach, Superintendent
Pendleton School District

Date

Harry Geller, President
St. Anthony Hospital

Date

Umatilla County, by its Board of Commissioners

George L. Murdock, Commissioner

Date

W. Lawrence Givens, Commissioner

Date

William J. Elfering, Commissioner

Date

ATTACHMENT A
Operating Guidelines
Pendleton School District

The following represents school district guidelines for the development and implementation of a health center at Pendleton High School and Sunridge Middle School.

ORGANIZATION AND ADMINISTRATION:

1. The mission of the student health center in Pendleton School District is to provide access to health care on school sites to the young people in our community.
2. Any service provided by the student health center will not supplant any services provided by the school district.
3. Umatilla County will be the employer of staff, with the exception of staff employed by the InterMountain Education Service District.
4. Parent consent forms shall be established in conformance with Oregon Statutes.
5. Student health center records shall be confidential and all state statutes will be adhered to.
6. In accessing any information on students, the agencies agree to follow and to comply with all Pendleton School District policies and statutes regarding the information.
7. Sexual responsibility counseling will be provided in compliance with school district policy, curricula and guidelines to 1) inform students of community resources, 2) encourage the student to involve parent(s) with decision-making, and 3) encourage the student with parent(s) to access personal health care provider. Referral to outside agencies will occur as appropriate.
8. Contraceptive medication and devices will not be prescribed or dispensed at the student health center for birth control purposes.
9. Presentations to students on human sexuality shall conform to school district policy, curricula and Oregon State statutes. Our district curriculum teaches abstinence as the most desirable and responsible behavior.
10. Each of the Agencies will participate in the interviewing and hiring process of the Nurse Practitioner.

ATTACHMENT B
Operating Guidelines
School-Based Health Center Management Team

1. MEMBERSHIP

The following agencies shall be represented as members of the Management Team: Pendleton School District 16-R, St. Anthony Hospital, Umatilla County Public Health Division and Umatilla County Health and Human Services Division. These agencies shall designate the person who will represent that agency. A representative of the School-Based Health Center Advisory Committee may participate in Management Team meetings as an ad hoc member. The SBHC Coordinator shall be present at Management Team meetings.

Agency representatives designated as Management Team members shall serve no less than one school year.

The Team Leader shall be designated by the Management Team on a yearly basis.

Team Leader Shall:

- a. Convene regular and special meetings. Meetings will occur at least quarterly.
- b. Be responsible for keeping the minutes of Management Team meetings.
- c. Be responsible for forwarding information and correspondence from meeting to other members of the Management Team.

2. DECISION MAKING

The Management Team members agree to abide by the decision of the majority. A majority of the Management Team shall constitute a quorum for the transaction of business.

3. ROLES AND RESPONSIBILITIES

- a. Assure the continuation of the SBHC
- b. Commit to the ongoing adherence of Standards for Certification
- c. Evaluate SBHC operation and delivery of services and recommend as needed
- d. Problem solving with the Site-Based Team on an as needed basis
- e. Any unresolved conflicts will be discussed by Team.

ATTACHMENT C
Operating Guidelines
School-Based Health Center Site-Based Team

1. MEMBERSHIP

The SBHC Site-Based Team shall consist of SBHC staff: Nurse Practitioner, Nurse, Mental Health Professional, School Principals or designee and SBHC supervisor. A member of the Management Team may attend Site-Based Team meetings as an ad hoc member.

The SBHC Coordinator shall be designated as the Team Leader.

The Team Leader shall be responsible for:

- a. Convening meetings on regular and as needed basis.
- b. Maintaining minutes of Site-Based Team meetings.
- c. Attending Management Team meetings.

2. ROLES AND RESPONSIBILITIES

The Site-Based Team shall be responsible for:

- a. Day-to-day operations of the SBHC and making recommendations to the Management Team
- b. Make capital expenditure recommendations to the Management Team
- c. Make budgetary recommendations to the Management Team.

