

AGREEMENT FOR SCHOOL BASED HEALTH CENTER SERVICES  
PROVIDENCE HEALTH & SERVICES – OREGON dba  
PROVIDENCE MEDICAL GROUP

THIS AGREEMENT (“Agreement”) is made the last date set forth adjacent to the signatures of the parties below by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Health and Human Services Department, (“County”) and Providence Health & Services – Oregon, an Oregon nonprofit corporation doing business as Providence Medical Group (“Provider”), 4400 NE Halsey St, Portland, OR 97213.

**RECITALS:**

- A. County receives funding from the State of Oregon for the operation of School Based Health Centers (SBHCs) in Yamhill County, including a clinic in Newberg, Oregon. In providing these services, County desires the assistance of a qualified provider that is knowledgeable and experienced in the management and operation of SBHCs and that can deliver acute, chronic and preventive health services to school-aged children in accordance with Oregon Health Authority Standards for Certification for SBHCs.
- B. Provider is a qualified and licensed provider and has the capacity and the qualified providers to operate a SBHC and to provide the required services as provided in this Agreement.
- C. County and Provider desire to enter into the Agreement.

**AGREEMENT**

In exchange for the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Effective Date; Initial Term and Renewal.** This Agreement is effective for the initial term of July 1, 2022 through June 30, 2023, unless sooner terminated as provided in Section 9 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

**Section 2. Services; Administrative Support; Facilities.** Provider agrees to perform the services (the “Services”) included in the “Statement of Work” which is attached hereto as Exhibit A and incorporated herein by this reference, during the term of this Agreement, unless a waiver is submitted and approved by OHA for exemption of a specific service. Provider hereby represents and warrants that Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Provider’s industry, trade or profession. Provider must hold all licenses, certificates, authorizations and other approvals as required by applicable law to deliver the Services under this Agreement. Provider shall assign the necessary staff to provide acute, chronic and preventive health services, including oral health services, to school aged children in accordance with Oregon Health Authority Standards for Certification for SBHCs (the “Services”). Provider shall provide Services out of facilities located on the Newberg School District Campus (the “Newberg Clinic”).

**Section 3. Compensation; Monthly Payments.** Provider agrees to perform the Services described herein and comply with the terms and conditions of this Agreement. The maximum amount due the Provider for the performance of Services is \$60,000 per 12-month period, unless this amount is modified in a writing signed by both parties. Payment will be paid in two equal payments; the initial payment upon the opening of the fully operational Newberg SBHC Clinic and execution of this Agreement and the second after December 1, 2022 following a service review and approval by County. Provider shall also bill the insurance of the patients and shall retain all amounts paid by the insurance companies excluding mental health services provided by County. All patients will be entered and billed as Provider's patients and such billings are in addition to the compensation described above, excluding mental health services provided by County.

**Section 4. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Agreement solely on the delivery of Services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

A. Provider may not expend on the delivery of Services any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of the Services.

B. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Agreement for a particular service on the delivery of any other service.

C. Provider may expend funds paid to Provider under this Agreement only in accordance with federal law, 2 CFR Subtitle B, with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

D. Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Agreement. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Agreement and (ii) document expenditure of funds paid to Provider under this Agreement for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by County, utilize time/activity studies in accounting for expenditures of funds paid to Provider under this Agreement for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

**Section 5. Regulations and Duties; Safeguarding Patient Information.** Provider agrees to comply with all applicable local, state and federal regulations and all provisions of federal and state law relating to Provider's performance of Services under this Agreement. Further, Provider is responsible for all Protected Health Information and ensuring adequate systems are in place. Provider shall maintain the confidentiality of patient records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. Provider shall create and maintain written policies and procedures related to the disclosure of patient information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested.

**Section 6. Alternative Formats of Written Materials.** In connection with the delivery of Services, County shall make available to client, without charge, upon the client's reasonable request:

- A. All written materials related to the services provided to the patient in alternate formats.
- B. All written materials related to the services provided to the patient in the client's language.
- C. Oral interpretation services related to the services provided to the patient in the patient's language.
- D. Sign language interpretation services and telephone communications access services related to the services provided to the patient.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a County client, without charge to the County client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the County client or County, in the prevalent non-English language(s) within the County service area.

**Section 7. Reporting.** Provider agrees to prepare and furnish reports and data required by County or the State of Oregon. Provider agrees to, and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under the Agreement.

**Section 8. Monitoring and Access.** Provider agrees that the following shall be open for inspection by County, OHA, the Secretary of State's office of the State of Oregon, the federal government and their duly authorized representatives at any reasonable time during business hours: a) Services provided under this Agreement by Provider; b) facilities used in conjunction with such Services; c) patient records; d) Provider's policies, procedures and performance data; e) financial records and other similar documents and records of Provider that pertain, or may pertain, to Services provided by Provider under this Agreement. Access shall be provided for purposes of making audits, examinations, excerpts, copies or transcriptions. Provider agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist. In addition, Provider agrees to permit authorized representatives of County and OHA to perform site reviews of all services delivered by Provider hereunder. In the event of any such inspection the inspecting party shall comply with all applicable local, state and federal regulations and all provisions of federal and state law relating to the protection of Protected Health Information and ensure adequate systems are in place.

**Section 9. Termination: No Encumbrance or Expenditure After Notice of Termination.**

- A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.
- B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to Provider.

Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination.

C. Provider shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

**Section 10. Independent Contractor.** Provider is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Provider is not an officer, employee, or agent of the County or the State of Oregon as those terms are used in ORS 30.265 or otherwise.

B. If Provider is currently performing work for the County, State of Oregon or the federal government, Provider by signature to this Agreement, represents and warrants that (i) Provider has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder and that execution of this Agreement shall constitute a legal, valid and binding obligation of Provider, enforceable in accordance with its terms, (ii) the making and performance by Provider of this Agreement has been duly authorized by all necessary action of Provider and does not violate any provision of applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Provider's charter or other organizational document, (iii) entering into this Agreement will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Provider is a party or by which Provider may be bound or affected, and (iv) no authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Provider of this Agreement,

C. Provider further represents and warrants that (i) it has the skill and knowledge possessed by well-informed members of its industry, trade or profession and it will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Provider's industry trade or profession (ii) it shall at all times during the term of this Agreement be qualified professionally competent and duly licensed to perform the Services and (iii) the delivery of each Service will comply with the terms and conditions of this Agreement and meet the required standards for such Service.

D. Provider's Services to be performed under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the County, State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's Services under this Agreement. If compensation under this Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

E. Provider is responsible for all federal and State taxes applicable to compensation paid to Provider under this Agreement and, unless Provider is subject to backup withholding, County will not withhold from such compensation any amounts to cover Provider's federal or State tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under this Agreement, except as a self-employed individual.

F. Provider shall perform all Services as an independent contractor. County reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, County may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Services.

**Section 11. Delegation and Reports.** Provider shall not delegate the responsibility for providing Services under this Agreement to any other individual or agency without the written approval of County and shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

**Section 12. Requirements Imposed by Law.** The requirements of ORS 279B.220 through 279B.240 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

**Section 13. Hold Harmless.** Provider shall indemnify, defend and save harmless County, the State of Oregon and OHA, and their officers and employees from and against any and all claims, suits, actions, losses, damages, liabilities, legal or administrative proceedings, demands, fines, penalties, injuries, expenses or costs, including interest and attorney fees of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Agreement.

Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall indemnify, defend and save harmless Provider, and its owner, officers, member and employees from and against any and all claims, suits, actions, losses, damages, liabilities, legal or administrative proceedings, demands, fines, penalties, injuries, expenses or costs, including interest and attorney fees of any nature whatsoever resulting from, arising out of or relating to the actions of County including but not limited to the actions of County, the State of Oregon and OHA or its officers, employees, subcontractors or agents under this Agreement.

**Section 14. Insurance.** Provider, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including personal injury liability, products and completed operations coverage), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury, death and property damage liability, with an annual aggregate limit of \$2,000,000;

C. Professional Liability Insurance, including medical malpractice coverage, covering Provider and any provider assigned by Provider to County pursuant to this Agreement, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the performance of the Services under this Agreement;

D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Provider's vehicles, whether owned, hired, or non-owned, assigned to, or used by Provider in connection with the Services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Provider shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause. In addition, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

**Section 15. Confidentiality.** Provider acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients or patients. Any and all (i) County client or patient information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit B, or (iv) information identified as confidential in a separate writing, that becomes available to Provider or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Provider's use of the Confidential Information are also deemed Confidential Information. Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit B. Provider agrees that, upon termination of this Agreement or at County's request, Provider will return to County all documents, papers and other matter in Provider's possession that embody Confidential Information.

County acknowledges that it or its agents may, during the term of this Agreement, be exposed to or acquire information that is the confidential information of Provider's patients. Any and all (i) patient information, (ii) information provided by Provider and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit B, or (iv) information identified as confidential in a separate writing, that becomes available to County or its agents in shall be deemed to be confidential information of Provider ("Confidential Information"). Any reports or other documents or items, including software, that result from County's use of the Confidential Information are also deemed Confidential Information. County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as required

by law or as may be provided elsewhere under this Agreement or in conformance with Exhibit B. County agrees that, upon termination of this Agreement or at Provider's request, County will return to Provider all documents, papers and other matter in County's possession that embody Confidential Information. Notwithstanding anything to the contrary in this Agreement, County shall not be required to return/destroy any Confidential Information that is required to be maintained under the records retention schedule prescribed by the Oregon Secretary of State's Office, Archives Division or under the intergovernmental agreement between the County and the Oregon Health Authority for the financing of Public Health Services.

**Section 16. Compliance with Applicable Laws; Compliance with Policies; Advisory Committee.** Provider certifies, under penalty of perjury, that Provider is not in violation of any federal, state or local tax laws or any federal, state or local laws, codes or regulations applicable to the Services and that Provider shall remain in compliance with all such laws, codes and regulations during the entire term of this Agreement. Further, Provider certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318. Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the OHA related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A 145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services under this Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to that certain 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between County and the OHA dated as of July 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time. Provider also agrees to participate in and cooperate with the local SBHC Advisory Committee.

**Section 17. Settlement of Disputes.** Differences between Provider and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

**Section 18. Subcontracts; Assignment.** Provider shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Provider shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

**Section 19. Non-discrimination.** Provider agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or other category protected by Oregon or federal law suffer discrimination in the performance of this Agreement when employed by Provider.

**Section 20. Waiver; Remedies.** County and Provider acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**Section 21. Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, collectively "claim", between County and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. BY EXECUTION OF THIS AGREEMENT PROVIDER HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**Section 22. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 23. Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

**Section 24. Attorney Fees and Costs.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

**Section 25. Entire Agreement; Amendments; Successors bound.** This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 26. Ownership.** Provider agrees to execute such further documents and instruments as County or OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**Section 27. HIPAA restrictions.** Both parties acknowledge that both parties are subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”).

**Section 28. Grievance Procedures.** If Provider employs fifteen (15) or more employees to deliver the Services under this Agreement, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- A. An established process and time frame for filing an employee grievance.
- B. An established hearing and appeal process.
- C. A requirement for maintaining adequate records and employee confidentiality.
- D. A description of the options available to employees for resolving disputes.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Provider employee manual that describes the Provider employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

**Section 29. Information Privacy/Security/Access.** If the Services performed under this Agreement requires Provider to have access to or use of any OHA, County or third-party administrators, Performance Health Technology (PH Tech), computer systems or other OHA, County or third-party administrators Information Assets for which OHA, County or third-party administrators impose security requirements, and OHA, County or third-party administrators grant Provider access to such OHA, County or third-party administrators Information Assets or Network and Information Systems, Provider shall comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

SIGNATURE PAGE FOLLOWS

DONE the last date set forth adjacent to the signatures of the parties below.

PROVIDENCE HEALTH & SERVICES - OREGON dba

**PROVIDENCE MEDICAL GROUP**

By: [Signature]  
JENNIFER ZELENSKY, COO

Date: 6/29/22

**YAMHILL COUNTY, OREGON**

[Signature]  
LINDSEY BERSCHAUER, Chair

Board of Commissioners  
Date: 7-7-2022

[Signature]  
LINDSEY MANFRIN, Director  
Department of Health & Human Services  
Date: 6/30/22

\_\_\_\_\_  
(title)

Tax ID No.: 93-1097258

FORM APPROVED BY:  
[Signature]  
CHRISTIAN BOENISCH  
County Counsel  
Date: 7/8/22

**EXHIBIT A  
STATEMENT OF WORK (SERVICES)  
School-Based Health Center ("SBHC") Services**

**A. Responsibilities.**

1. Provider will be required to assume responsibility for all SBHC Services detailed in the Statement of Work (the "Services") whether the Provider or his representative or subcontractor provides them. Provider will be responsible for any and all contractual matters and relationships with the applicable school district and affected communities.
2. County will arrange an orientation meeting with the Provider, the school district and affected community as soon as possible following execution of this Agreement. Provider will be expected to keep County informed but to also independently maintain other agency/community liaisons.
3. Provider will be responsible for maintaining adequate and ongoing communication with the School Board as well as the school district and to work with these bodies as well as other community interests to address community expectations and the potential need to implement appropriate community specific standards or policies as needed at the SBHC.

**B. Definitions Specific to SBHC**

School-Based Health Center ("SBHC") has the meaning given the term in ORS 413.225.

**C. Procedural and Operational Requirements.**

1. The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within the SBHC as required by the OHA's SBHC funding formula.

Accepted by Yamhill County  
Board of Commissioners on  
7-7-2022 by Board Order  
# 22-228

2. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which is accessible on the Internet at:

<https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=55725>

The Oregon SBHC Standards for Certification, Version 4 (“SBHC Standards for Certification”) includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting and Billing. A copy of the SBHC Standards for Certification is available from OHA or accessible on the Internet at:

<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

3. County will provide oversight and some technical assistance to help the SBHC meet the Certification Requirements as set forth in OAR 333-028-0220.
4. County shall assure to the OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle.
5. Provider must hold all licenses, certificates, authorizations and other approvals required by applicable law to deliver the SBHC Services.

#### **D. Reporting Obligations and Periodic Reporting Requirements**

Provider shall be required to work with County to ensure that the SBHCs:

1. Submit client encounter data in a form acceptable to County and the OHA and in accordance with the SBHC Standards for Certification at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and
2. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to County and the OHA and in accordance with the SBHC Standards for Certification for SBHC no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at

<https://www.oregon.gov/oha/ph/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/data-requirements.aspx>

3. Submit annual SBHC financial data via the Program’s online Operational Profile in the form acceptable to County and the OHA no later than October 1st for the preceding service year (July 1-June 30).

4. Submit annual SBHC hours of operation and staffing via the Program's online Operation Profile in the form acceptable to County and the OHA no later than October 1st for the current service year.
5. Submit completed annual patient satisfaction survey data no later than June 30th.
6. Complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>.

**E. Monitoring**

1. County is required to monitor the delivery of Services and to promptly report to OHA when County identifies a major deficiency in delivery of Services by a Provider or a major deficiency in compliance with the agreement between County and the Provider. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of Services or in a Provider's compliance with this Agreement, nothing in this Agreement shall limit or qualify any right or authority County or OHA has under state or federal law to take action directly against the Provider.

**F. Availability of Written Materials**

In connection with the delivery of Services, Provider shall:

1. Make available to a client, without charge to the client, upon the client's or County's or the OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County or Provider.
2. Make available to a client, without charge to the client, upon the client's, County's or OHA's request, any and all written materials in the prevalent non-English languages at the SBHC.
3. Make available to a client, without charge to the client, upon the client's, County's or OHA's request, oral interpretation services in all non-English languages at the SBHC.
4. Make available to a client with hearing impairment, without charge to the client, upon the client's, County's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider agreements.

**G. Supplemental SBHC Information – State Requirements**

1. Agree to adhere and remain compliant with services and staffing requirements as listed by OHA to maintain operation of SBHC certification.
2. Any services or staffing that falls outside of the requirements must be communicated through a waiver with OHA and approved within 30 days of change.

## SCHOOL-BASED HEALTH CENTER CONTRACT DOCUMENT

**Memorandum of Agreement**  
*Between*  
**Yamhill County Public Health,  
Newberg School District,  
and Providence Medical Group**  
**regarding the School Based Health Center**

This Memorandum of Agreement is designed to formalize the continuing relationship between Providence Medical Group (PMG) and Newberg School District (NSD) and Yamhill County Public Health (YCPH), regarding the operation of a school-based health center.

The parties agree to collaborate on the implementation and operation of the School Based Health Center (SBHC) at, 2400 E Douglas Ave, Newberg, Oregon 97132.

Newberg School District and Providence Medical Group agree that the SBHC will occupy space rent-free at, 2400 E Douglas Ave, Newberg, OR 97132 where space will be renovated for the SBHC. This space will be used to provide comprehensive school-based health services to the students who are enrolled in the SBHC.

### **Terms of Agreement**

1. Newberg School District agrees to provide the following at no cost to PMG:
  - All utilities
  - Security services: i.e. services of school safety officers as needed
  - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper)
  - Rubbish removal (Non-hazardous waste)
  - Telephone line and dedicated fax line
  - Two telephone extensions
  - Custodial services
  
2. PMG will provide the following at no cost to the NSD:
  - Comprehensive school-based health center services as defined by the SBHC State Program Office
  - Health care equipment and supplies for use in the SBHC
  - Proper maintenance and disposal of hazardous waste
  - Computer equipment and maintenance of same
  - Appropriate staffing for the SBHC (with training and licensing as warranted)
  - Medical supervision of staff
  - All billing responsibilities
  - Medical malpractice insurance for all appropriate staff

3. NSD and PMG will enter into a lease facility agreement to be determined by 8/30/22 as a MOU addendum.
  - Property: 2400 E Douglas Ave, Newberg, Oregon 97132, as renovated and presently defined as shared reception area, two examination rooms, shared bathroom, shared lab clean and dirty areas, office, storage and appropriate signage
4. YCPH agrees to allow the NSD to list the names of PMG and YCPH in catalogs, brochures, correspondence, websites and social media as the entities operating the Newberg School Based Health Center, subject to the prior approval by YCPH and PMG for such use.
5. NSD agrees to allow YCPH to list the name of the SBHC in catalogs, brochures correspondence, websites and social media as the host and collaborating agency for the SBHC, subject to prior approval by NSD and PMG for such use.
6. PMG agrees that it has complete responsibility over the operation of the SBHC.
7. PMG agrees to serve Newberg students. Students who choose to take advantage of the SBHC services are required to have parental/guardian consent prior to receiving services, with exceptions listed in Oregon State Law (ORS 109.610, ORS 109.640, and ORS 109.675).

According to Oregon State Law (ORS 109.610, ORS 109.640, and ORS 109.675), the following patients have the right to consent to their own services at the SBHC and sign their own consent form:

- a. Patients age 15 and older have the right to consent to their own general medical care.
- b. Patients of any age can give their own consent for sexually transmitted infection (STI) evaluation and treatment or family planning.
- c. Patients age 14 and older can consent to their own mental health and substance use treatment. Students who by law can consent to their own care have a right to confidential treatment.
- d. Patients with suspected abuse (see Reporting Child Abuse Policy) have the right to consent to their own services and confidential treatment following the "Reporting Child Abuse" Policy and Procedures.

Consent forms will be reviewed by PMG administrator and medical director annually.

Opt-Out Policy: For patients under 15 years, except in the cases of communicable diseases (including STDs), mental health issues, family planning, and drug and alcohol treatment, the SBHC has an opt out policy to allow parents to refuse consent for their child to be seen at the SBHC, either in writing or verbally. If this occurs, this refusal

will be documented in the chart and the student will not be seen for any reason other than if abuse is suspected and the school requests evaluation.

8. PMG agrees that it will, to the extent permitted by law, protect the confidentiality of any and all information received from students who seek services at the school-based health center unless disclosure is necessary for the health and safety of the student and/or other persons.

9. PMG, NSD and YCPH staff will work cooperatively.

10. The School District or outside entity not including County, OHA, State of Oregon or the federal government must arrange and provide 14 days' notice to provider for any request of walk through or review of medical and mental health space to provide patient confidentiality in accordance with HIPAA privacy laws. The provider has the right to decline access to outside parties when the medical and mental health space services are in operation.

11. Either PMG or NSD may terminate this Agreement for any reason or without reason upon at least sixty (60) days written notice to the other party. However, if an academic semester has commenced or is within thirty (30) days of commencing, such notice of termination shall not be effective until completion of said semester. Either party may also terminate this Agreement at any time if the other party defaults in any of its material obligations hereunder, but only if such default shall have continued for a period of ten (10) days after the receipt of a written notice thereof from the other party. Further, YCPH may terminate its obligations immediately and without liability, in the absence, withdrawal or termination of availability of funds from the Grantor or other external Funding Source, if any, or authorization from the Funding Source to expend grant moneys for the purposes described in this Agreement. Nothing in this paragraph shall be construed to limit or alter YCPH's responsibility to transition NSD students to continuing and appropriate health services, upon termination of the YCPH's obligations under this Agreement.

12. This Agreement constitutes the entire understanding and Agreement between PMG, YCPH, and NSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

13. This Agreement may be amended only in writing signed by all the parties hereto.

14. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons at the addresses set forth below. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail.

15. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between YCPH, NSD, and PMG. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.

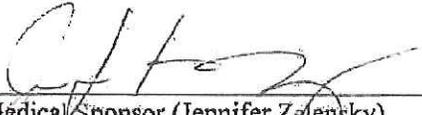
16. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

17. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

18. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

19.

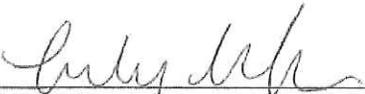
The Parties hereby cause this instrument to be executed by their duly authorized officers.

  
\_\_\_\_\_  
Medical Sponsor (Jennifer Zelensky)  
Providence Medical Group, Chief Operating Officer

6/29/22  
Date

  
\_\_\_\_\_  
Superintendent (Dr. Steve Phillips)  
Newberg School District

6/29/22  
Date

  
\_\_\_\_\_  
HHS Director (Lindsey Manfrin)  
Yamhill County Public Health

6/29/22  
Date