



**District Administration Office**  
**Mr. Sean Gallagher – Superintendent**

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1/3/2017

Gerald Klaas  
Brookings, OR 97415  
[Gerald.klaas@gmail.com](mailto:Gerald.klaas@gmail.com)

Dear Mr. Klaas:

In response to your inquire in regards to the on campus Student Based Health Center (SBHC) located at Brookings Harbor High School (BHHS), it is important to note in the current agreement that I have enclosed, that the school district does not have management rights over this program. The school district is simply providing a location for the SBHC to exist for ease of student access. The school district is very interested in students being ready to learn in the classroom. When a student may not have proper access to health care, both physical and mental, it severely affects their ability to learn in the classroom.

The obligations of the school district can be found in Oregon Administrative Rules (OAR's) 581-022-0705 and 581-022-1440 including integration through referrals to community health services. The curriculum provided by the school district defined in these OAR's is separate from the SBHC and parent's are notified of their opt-out rights as defined in OAR 581-022-1440(5), but this is separate to the SBHC which controls their own systems of ensuring parent and student rights are followed in accordance with state & federal law.

I would recommend that you get in contact with Mr. Kenneth Dukek – CEO Curry Community Health at (541)373-8012 ([www.currych.org](http://www.currych.org)) to set a meeting. I have been in contact with him, he would be expecting your phone call and is willing to meet with you and others to answer any questions regarding SBHC services. Mr. Dukek would be able to answer in details your questions such as provided services, how parents are informed of SBHC services, details about the Rational Enquirer, and how state law influences service parameters. If you have any further questions in regards to school district programming separate from SBHC's, please don't hesitate to contact me.

Sincerely,

Sean Gallagher  
Superintendent

# **Memorandum of Understanding between Curry Community Health and Brookings Harbor School District 17C**

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This revised Memorandum of Understanding (MOU) between Curry Community Health (Provider) and Brookings Harbor School District 17C (BHSD), is effective February 1, 2016. Attached is the pre-existing MOU that was signed on May 28, 2008 and shall be considered effective until January 31, 2016. The revision is based changes the Provider made from a County-operated entity to a non-profit private corporation.

## **I. Provider Information**

Curry Community Health is a Non-Profit 501(c) 3 corporation doing business in the State of Oregon. Curry Community Health provides the Mental Health, Addictions Counseling, and Public Health for Curry County by and through an agreement with the Curry County Board of Commissioners. Curry Community Health also has medical clinics that provide services to the community at-large. Operations consist of multiple locations with a presence in each of the municipalities in Curry County with a School-Based Clinic located at Brookings Harbor High School.

Authorized Representative:	Kenneth W. Dukek, CEO 94235 Moore Street, Suite 121 Gold Beach, OR 97444 (541) 373-8012
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## **II. BHSD Information**

Brookings Harbor School District 17C is a school district located in Brookings, Oregon.

Authorized Representative:	ATTN: Superintendent 629 Easy Street Brookings, OR 97415
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## **III. Term**

This MOU shall begin on February 1, 2016. Provider relies on Federal and State funding to support several programs, in the event that this funding is reduced or eliminated, Provider reserves the right to early termination with a written 90-day notice to BHSD.

Either party may terminate this agreement by giving the other party a 30-day written notice upon the other party's breach of any material term of this agreement.

## **IV. Service Location**

BHSD will provide space, utilities, and maintenance of facilities for the SBHC. Currently, the space is located at Brookings Harbor High School (625 Pioneer).

## **V. School Based Health Clinic (SBHC) Vision**

BHSD and Provider have a shared vision: Increased access to students for healthcare services to support a healthier school environment helping to decrease absenteeism and increase academic performance.

## **VI. General Responsibilities of BHSD and Provider**

BHSD and Provider agree to coordinate activities related to health care that are provided at the SBHC. The following areas have been identified for coordination and consensus:

1. Drafting of documents, such as publications and media releases to reflect the collaborative nature of the partnership and SBHC.
2. Coordinating resources and developing resources for the SBHC.
3. Agreeing that all students utilizing SBHC services will have a signed parental consent form on file, recognizing that students who fall under ORS 109.640 will be provided appropriate services.
4. Agreeing that student medical records are the property of Provider.
5. Collecting uniform service data for program evaluation or other purposes, to which BHSD and Provider have access. BHSD access may be limited based on confidential medical information pursuant to current HIPAA requirements.
6. Coordinating provision of services and resource commitments from all partnering agencies as part of an annual work plan.
7. Staffing and other resources to be provided by BHSD and Provider will be dependent upon their own individual resources and appropriation.

## **VII. Responsibilities of BHSD**

Brookings Harbor School District 17C: "The mission of the Brookings Harbor School District is together with our community partners; Brookings Harbor School District will create lifelong learners in a safe environment; emphasizing high academic standards and promoting student achievement."

BHSD shall:

1. Assist in the identification of the student population in need of SBHC services.
2. Assist with referrals to mental health, addictions, and physical health directly to the SBHC or through community organizations.
3. Provide building level administrative support for the SBHC.

## **VIII. Responsibilities of Provider**

Curry Community Health shall:

1. Provide sufficient staffing of the SBHC to support the needs of the student body.
2. Provide the following services at the SBHC:
  - a. Primary Care
  - b. Evaluation and treatment of non-urgent, acute and chronic problems
  - c. Screening
  - d. Age appropriate reproductive health education and medical services

- e. Preventative health care
  - f. Mental Health
  - g. Health promotion, prevention, and wellness activities
  - h. Referral to addictions counseling for students with alcohol or drug issues
3. Supervise SBHC employees that provide medical, mental health, and addictions services to the students.
  4. Maintain client files in accordance with local, State, Federal, and HIPAA requirements.
  5. Ensure SBHC activities and services meet local, State, Federal, and HIPAA requirements.
  6. Provide a grievance and complaint process for all clients that meets local, State, Federal, and HIPAA requirements.

#### **IX. Provider is an Independent Contractor**

Provider is acting and performing independently and it is expressly agreed that the Provider is acting as an independent contractor and not as an employee in providing Services at the SBHC. BHSD and the Provider acknowledge that this agreement does not create a partnership or joint venture between them.

#### **X. Assignment**

This agreement is exclusive and entered into by and between Provider and BHSD. BHSD will not voluntarily or by operation of law assign or otherwise transfer its rights and obligations under this agreement without the prior written consent of Provider.

#### **XI. Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only take effect if evidenced in writing signed by each party or an authorized representative of each party.

#### **XII. Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement not expressed within this document.

#### **XIII. Severability**

In any event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement.

#### **XIV. Insurance**

Provider shall at its own cost and expense, obtain and maintain in force during the term of this MOU, professional liability insurance with limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. Such insurance shall be provided by an insurance company acceptable to BHSD and licensed to conduct business in the State of Oregon. BHSD may request a certificate of insurance from Provider each year to verify coverage. In the event of insurance coverage modifications, Provider agrees to notify BHSD at least 30 days in advance of the cancellation, reduction, or material change in coverage. In the event the

form of insurance is claims made, Provider 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 MOU, in the event of insufficient coverage as defined in this paragraph, or lapse of coverage, BHSD reserves the right to terminate this MOU immediately.

#### **XV. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and all suits and special proceedings arising under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **XVI. Indemnification**

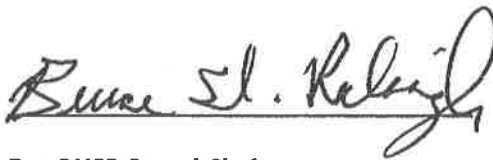
To the extent permitted by law, Provider shall defend, indemnify, and hold harmless BHSD, its agents, servants and employees against all claims, demands, and judgments (including attorney fees) made or recovered against BHSD for damages to real or tangible personal property or for personal injury or death to any person, arising out of, or in connection with healthcare services provided pursuant to this MOU, to the extent such damage, injury, or death is caused by negligence or an intentional wrongful act of Provider, or its agents, servants, or employees. This indemnification and hold harmless agreement shall not apply to damage, injury, or death resulting from actions of BHSD, its agents, servants, or employees. BHSD shall promptly notify Provider in writing of any such claim or demand to indemnify and shall cooperate with Provider in a reasonable manner to facilitate the defense of such claim.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 2<sup>ND</sup> day of FEB, 2016:

  
CURRY COMMUNITY HEALTH, Inc.:

By: Kenneth Dukek, CEO  
94235 Moore Street, Suite 121  
Gold Beach, OR 97444

Brookings Harbor School District 17C:



By: BHSD Board Chair  
629 Easy Street  
Brookings, OR 97415



By: BHSD Superintendent  
Sean Gallagher  
629 Easy Street  
Brookings, OR 97415