**HEALTH SERVICES PROGRAM CONTRACT**

between

SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

(PORTLAND PUBLIC SCHOOLS)

and

**HEALTH CARE FACILITY**

Contract No. HA [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](#Text50)

This Contract Shall be binding on the District only if it is

signed by THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This Health Services Program Contract (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and HEALTH CARE FACILITY (“Contractor”). The parties agree as follows:

###### HEALTH CARE FACILITY DATA

**Health Care Facility:** HEALTH CARE FACILITY

**Contact Name:**

**Address:**

**City, State, ZIP:**

**Telephone:**

**Email:**

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

**District Point of Contact:**  Name of Dept./School Contract Manager (*Email prefix@pps.net*), Name of Dept./School, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

1. **Term and Termination.** This Contract becomes effective on       or the date on which the Contract is fully executed by both parties, ***whichever is later. No party shall perform work under this Contract before the effective date***. Unless earlier terminated as provided below, this Contract shall continue through      .
2. **Detailed Description of Services / Statement of Work.** To provide occupational experience in connection with the District’s Health Services Program as follows:
   1. Health Care Facility will provide clinical affiliation for students in District’s Health Services High School Programs. Such clinical affiliation is designed to assist the students in completing the Health Services course of study.
   2. Students assigned to Health Care Facility shall be under the supervision and direction of such administrative, professional, and para-professional supervisory personnel as Health Care Facility may designate.
   3. Health Care Facility will provide the clinical learning situation, instructional materials and equipment necessary to provide an adequate learning experience.
   4. Students and instructors will abide by all pertinent rules and regulations of Health Care Facility and its appropriate departments in connection with their activities hereunder. Health Care Facility reserves the right to deny any student participation or continued participation hereunder.
   5. The number of students assigned by District’s Health Services High School Program shall not exceed the number permitted under applicable limits imposed by accrediting organizations. Health Care Facility reserves the right to further limit the number of students assigned.
   6. A certified member to the Health Services High School Program teaching staff will coordinate with the Health Care Facility personnel weekly during hours as arranged, to respond to requests from the Health Care Facility staff who work with Health Services High School Program students, and to perform such other services as may be necessary or advisable to the Program, including but not limited to evaluation, observation, and counseling of participating students.
3. **District Agrees To:**
   1. Provide coordination and support for students in the Program.
   2. Advise Health Care Facility of the skills students have been taught prior to their participation in the Program.
   3. Provide instruction in the use of Universal Precautions and in Bloodborne Pathogens.
   4. Maintain on file (1) a parent consent form covering each student enrolled in the Program, and (2) students’ immunization records.
   5. Defend and hold harmless Health Care Facility to the limits specified by the Oregon Tort Claims Act for acts resulting in damage to property or injury to persons which result from commissions or omissions of the District, its officers and employees arising out of performance of this Agreement to the extent permitted by Oregon law and its constitution.
   6. Instruct all students enrolled in the Program with respect to the confidential nature of patient records.
4. **Health Care Facility Agrees To:**
   1. Provide occupational experience in connection with the Health Services Program.
   2. Instruct students, promptly after starting, with respect to safety precautions and regulations related to the activities of students under the Program.
   3. Enforce its rules of conduct and general appearance with respect to the students enrolled in the Program.
   4. Make patient records available to students only when students must have access to such records in connection with their participation in the Program.
   5. Make patient records available to students to the degree that students must have access to such records in connection with their participation in the Program.
   6. Defend and hold harmless the District for acts resulting in damage to property or injury to persons which result from commissions or omissions of the Health Care Facility, its officers and employees, arising out of performance of this Contract.
5. **Parties Agree To:**
   1. Provide occupational experience/training in the Program that will reflect current professional practices and standards.
   2. Comply with all laws, ordinances, and regulations of governmental bodies applicable to the Program.
   3. Cooperate in the evaluation of the Program and the student(s) enrolled in the Program.
6. **Students:**
   1. Student(s) enrolled in the Program will have no overall responsibility for patient care.
   2. Student(s) will be responsible for specific assigned tasks under supervision and approval of Health Care Facility staff.
   3. No student or faculty member will be expected to give services to patients in Health Care Facility apart from that rendered for its educational value as part of the Program.
7. **Termination.** Either party may cancel this Contract at any time upon written notice to the other given at least ninety (90) days prior to the stated cancellation date.
8. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
9. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
10. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT on behalf of the party I represent AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR DISTRICT**

HEALTH CARE FACILITYSCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

Supervisor Signature Emily Courtnage

Director, Purchasing & Contracting

Date

Date

Health Services Instructor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature