

MOBILE HEALTH CLINIC

AGREEMENT

This Mobile Health Clinic Agreement (this “Agreement”) is made and entered into as of May 1, 2023, by and between Gresham-Barlow School District, an Oregon municipal corporation (the “District”), and The Wallace Concern, an Oregon nonprofit corporation (“Wallace”).

RECITALS

A. The District operates multiple schools in and around the City of Gresham in Multnomah County, Oregon.

B. Wallace is a federally qualified health center providing a full spectrum of health care services including primary medical care, behavioral health, and dental services at locations in Multnomah County, Oregon.

C. The District wishes to make school-based health care services available to its students and Wallace employs or contracts with health care providers who are licensed and qualified to provide such services.

D. Wallace operates a mobile health clinic (the “Mobile Clinic”) which can be brought on-site at various of the District’s school locations to provide services directly to students.

E. The District and Wallace desire to document their cooperation and the financial commitments made by the District to support school-based health care services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and all the terms, conditions and covenants set forth herein, the parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall begin on May 1, 2023 (the “Commencement Date”), and shall continue in effect for a period of approximately twenty-two months ending December 31, 2024 (the “Term”).
2. **The District’s Duties.** The District shall perform the following duties during the Term:
 - 2.1 **Space and Support for Mobile Clinic.** The District shall provide space for the Mobile Clinic to park on-site at each school location where Wallace is scheduled to provide services. Each location shall have nearby access to power, including a shore power plug, and bathroom facilities. The District shall provide a reception area inside the District’s school facility at each location suitable for use as reception area for patients waiting to receive services. The District shall also monitor the vicinity of where the Mobile Clinic operates with its existing video surveillance systems in an effort to ensure the health, welfare and safety of staff, students, and visitors and to safeguard District and Wallace facilities and equipment. The District

shall include the Mobile Clinic and its staff in the District's security plan for its school facilities.

- 2.2 **Overnight Parking for Mobile Clinic.** The District shall provide space on the District's school property at each location where the Mobile Clinic operates, with appropriate security, for Wallace to store the Mobile Clinic overnight during weekdays and space at the District's storage facility, with appropriate security, for Wallace to store the Mobile Clinic on weekend days, as agreed on by both parties.
 - 2.3 **District Liaisons.** The District shall assign at least two staff or approved community partners (by GBSD District Office) at each location where the Mobile Clinic operates to serve as "care navigators" or liaisons (i.e., school social worker, student engagement liaison, nurse, etc.) between students and their families and health, medical and social services providers in the community. The role of the staff shall be to connect and facilitate access to services by students and assist in identification of students in potential need of medical, mental health and oral health services and referral. The staff shall provide information and facilitate appointments with service providers in the community including Wallace. The District shall also assign at least one administrative staff member at each location where the Mobile Clinic operates to serve as a liaison between Wallace and the District and to participate in quarterly meetings, or as needed with all appropriate providers and Wallace. The administrative staff member may also serve as one of the two required staff in the capacity as "care navigator" liaison.
 - 2.4 **Information and Communication.** The District shall permit Wallace to distribute and post promotional and informational materials for the Mobile Clinic services through the District's internal mail and email systems, and websites. Such access is conditioned on compliance with the District's policies and United States Postal Service regulations regarding distribution of materials. The District is not responsible for paying for the cost of such materials.
 - 2.5 **Billing for Mobile Clinic Services.** The District shall not bill for medical services provided at the Mobile Clinic.
3. **Wallace's Duties.** Wallace shall perform the following duties during the Term:
 - 3.1 **Operation of the Mobile Clinic.** Wallace shall make the Mobile Clinic available at school locations in the District on the schedule agreed upon by the parties. Wallace shall staff the Mobile Clinic with physicians or other clinicians (the "Providers") who are appropriately licensed or certified in the state of Oregon to provide their scope of services offered at the Mobile Clinic. Services provided at the Mobile Clinic shall be limited to students of the District. The scope of services provided at the Mobile Clinic shall be determined at the sole discretion of Wallace but are expected to include visits for the following services: routine physical exams; sports physicals; behavioral risk assessments; care for illness and injuries; age-appropriate reproductive health, including dispensing all forms of contraceptives; immunizations; mental health counseling; vision, dental, and blood

pressure screening; health education, counseling, and wellness promotion; prescription medications; tobacco and drug use prevention and counseling; preventive services including well-child visits; and referrals for services not available onsite. Visits will be provided on both a scheduled and a walk-in basis. The patients and their dependents served by the Mobile Clinic shall be prioritized based on the school where the Mobile Clinic is located but there may be students from other schools served on a case-by-case basis.

- 3.2 **Consent to Care.** Wallace will provide services using staff who are required to follow State of Oregon consent laws regarding age of consent and in compliance with the requirements of ORS 109.610, 109.640, and 109.650.
- 3.3 **Metrics for Program Evaluation.** Wallace shall collect and provide data to the District to track and evaluate the program's services such as number of unduplicated student visits, total number of clinic visits and quality of healthcare for students and any other data require by Oregon Health Authority for school-based health centers. The parties shall meet periodically, or as needed, and agree upon other metrics that will be provided by Wallace.
- 3.4 **Billing for Mobile Clinic Services.** Billing and collection for services provided at the Mobile Clinic shall be performed by Wallace. Wallace will comply with all applicable legal requirements in billing and collection for services provided at the Mobile Clinic.
- 3.5 **Professional Liability Insurance.** Wallace shall maintain professional liability insurance for itself and the Providers with minimum limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or equivalent coverage through the Federal Tort Claims Act coverage), which insurance shall provide coverage for all acts or omissions during the Term, regardless of when a claim is made. This insurance coverage must include coverage for allegations of sexual abuse. Wallace will list the District, its agents, officers, and employees as additional insured with respect to Wallace's services provided under this Agreement. Proof of all required professional, liability, and malpractice insurance will be presented to the District upon execution of this Agreement. Upon request, Wallace shall provide the District with a current certificate of insurance.
- 3.6 **General Liability.** Wallace shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$1,000,000 for bodily/personal injury and property damage, with an annual aggregate of \$2,000,000. This insurance coverage must include coverage for allegations of sexual abuse. Wallace will list the District, its agents, officers, and employees as additional insured with respect to Wallace's services provided under this Agreement. Proof of all required professional, liability, and malpractice insurance will be presented to the District upon execution of this Agreement. Upon request, Wallace shall provide the District with a current certificate of insurance.

- 3.7 **No Referral Requirements.** Nothing in this Agreement shall be deemed or construed to require the District, the Care Navigators or other District employees to refer any patients to Wallace. The parties agree that referrals of students and their families should be made to the community resources that the District, the Care Navigators and other District employees believe to be in the students' best interests.
- 3.8 **Compliance.** Wallace shall operate the Mobile Clinic and provide services in compliance with applicable legal requirements including but not limited to the rules of Medicaid, Medicare, and other similar programs.
- 3.9 **Mobile Clinic Conditions.** Wallace shall clean and maintain exterior and interior surfaces, equipment, and floors of the Mobile Clinic in accordance with Wallace's policies, State requirements, and any applicable federal requirements. Wallace shall keep secure at all times medical equipment, computers, patient records, and related items. Wallace agrees to at all times properly secure and dispose of medical waste, sharp objects (e.g., used syringes) and related items.
- 3.10 **Requirements for Work is Performed on District Property.** When the Providers perform work on District property, they shall comply with the following requirements:
- (a) **Identification.** Providers performing work on District property or for the District shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such to any District officer or employee upon request.
 - (b) **No Smoking.** Smoking or other use of tobacco is prohibited on District property.
 - (c) **No Drugs.** District property sites and schools served by the District are drug-free zones.
 - (d) **No Weapons or Firearms.** Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
 - (e) **Safety.** Prior to instituting work on District property, Providers shall review the safety and security policies issued by the District's risk management department and shall comply with those policies while on District property.
 - (f) **Contact with Students.** Wallace agrees that during the performance of work under this contract that it will have direct, unsupervised contact with students within the meaning of OAR 581-021-0500(1)(b). This means that Wallace's regular employees are "subject individuals" within the meaning of OAR 581-021-0500(1)(i)(B). The District is required to specify that such contractors are subject to fingerprinting and criminal records checks. OAR 581- 021-0500(2)(b). Wallace has informed the District that it conducts fingerprinting and criminal background checks as part of its certification process from every employee who would be considered a "subject

individual" under this Agreement. Wallace shall not permit any of its employees who has been convicted of any of the crimes in ORS 342.143 or ORS 161.405, or of an attempt to commit any crimes listed in ORS 342.143, to perform any work under this Agreement involving unsupervised contact with students. In addition, Wallace shall inform District if any of its employees who qualify as subject individuals under this contract have knowingly made a false statement as to the conviction of a crime. The District may request that Wallace remove such person from performance of work under this Agreement.

- (g) **Sexual Conduct and Abuse.** Wallace acknowledges the District's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of the Providers or other Wallace staff, Wallace agrees to immediately remove that individual from providing services. Wallace will follow District's requests for removal of such individuals following a report or allegation. Wallace will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Wallace acknowledges that it has received training from the District regarding abuse and sexual conduct and that the District has agreed to provide updated training to Wallace on an annual basis. Wallace will provide information necessary for the District to perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of Wallace's employees who may have direct, unsupervised contact with students will complete the District's sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

4. **Medical Records; Confidential Information.** All medical records relating to services provided in the Mobile Clinic shall be owned and maintained by Wallace in compliance with applicable law.

The parties recognize that the District is a public school district and all educational services and medical services provided to students within the context of the educational setting by school district staff are governed by the Family Education Rights and Privacy Act ("FERPA"), 20 USC 1232g and 34 CFR Part 99. Parents of students below the age of eighteen have the right to access all information covered by FERPA, as do parents of students above the age of eighteen if the student is considered a dependent under applicable law. Wallace shall obtain and provide to the District a FERPA compliant written, signed and dated consent prior to the release by the District of educational record information.

Wallace is a Covered Entity and subject to the terms of the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, and its implementing regulations as they currently exist and as from time to time amended ("HIPAA"). Wallace shall comply with the requirements of HIPAA and the parties agree to negotiate in good faith any additional agreements or amendments to this Agreement that are necessary to ensure compliance with HIPAA. For the purposes of this Agreement, the

District is Wallace's business associate, and the District will comply with the obligations set forth in Wallace's required form of business associate agreement.

5. **Access to Records.** Wallace agrees that the District and its authorized representatives shall have access to the books, documents, papers, and fiscal/administrative records of Wallace that are directly pertinent to this Agreement for the purpose of performing audits and examinations and making excerpts and transcripts, provided, however, that this access shall not apply to electronic health records, personally identifying information generated or maintained by Wallace, or other records subject to the HIPAA Privacy Regulations (as defined below). Wallace shall maintain all fiscal records and any other records pertinent to this Agreement in such a manner as to clearly document Wallace's performance. Wallace acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Wallace that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Wallace shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

Subject to the terms of the data privacy agreement between the parties, the District shall permit Wallace's staff to access the District's database containing information on students in order to minimize the amount of paperwork required to be completed by students accessing services of the SBHC, in all cases subject to Wallace's obligation to maintain confidentiality and comply with all federal, state and local laws regarding treatment and handling of student information.

6. **Indemnification.** Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort claims Act (ORS 30.260 through 30.300) and the constitution of the State of Oregon, each party shall be responsible for their own acts and those of its officers, employees, or agents. The parties agree that they will hold harmless, waive, release, indemnify, defend, and discharge each other from all liability and claims arising from each party's own acts and omissions. The parties agree to this defense and indemnification to the fullest extent allowed by law, which includes liability and claims arising from negligent acts or omissions. Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement including coverage for sexual molestation and abuse, and injuries to the head, brain, neck, and spine.
7. **Independent Contractor.** Wallace and the Providers are independent contractors practicing the profession of medicine and they shall not be deemed to be agents or employees of the District. Accordingly, Wallace and the Providers understand and agree that they are not entitled to any of the rights and privileges established for the District's employees, such as vacation, sick leave with pay, paid days off, health insurance, life insurance, accident insurance, or severance pay upon termination of this Agreement. It is further expressly agreed and understood that: (a) the District will not engage in any withholding for income tax, unemployment tax, workers' compensation tax, Social Security, or any other taxes or fees; (b) all such payments are Wallace's or the Provider's

responsibility; and (c) Wallace shall indemnify and hold harmless the District from any and all liability relating to withholding or failure to withhold or paying or failure to pay income, Social Security, unemployment or other employment-related taxes for the Providers. It is further expressly agreed that the District neither has nor may exercise any control over the professional medical judgment or methods used by the Providers in the performance of medical services.

8. **Termination.**

8.1 **Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations hereunder, provided that (a) the non-breaching party sends written notice to the breaching party that specifies the nature of the breach and the expected cure, if possible to cure and (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice.

8.2 **Notice Termination.** Either party may terminate this Agreement upon ninety (90) days' written notice to the other party.

9. **General Provisions.**

9.1 **Legal Compliance and Modification.** The parties are aware of laws prohibiting practices involving kickbacks, rebates, payments for referrals, private inurement, and the unauthorized practice of medicine. Each party acknowledges that it has entered into this Agreement without intent to violate such laws and believes that this Agreement does not violate such laws. Each party agrees to seek to enforce this Agreement as it is written and not to assert that the relationship between the parties is anything other than a bona fide contractual relationship.

If any federal or state law or regulation is interpreted by judicial decision, regulatory action or a party's legal counsel in a manner that indicates that this Agreement may be in violation of such law or regulation, the parties shall work in good faith to amend this Agreement as necessary to comply with such law or regulation. To the maximum extent possible, any such amendment shall preserve the financial terms of this Agreement. If the parties are unable to reach agreement on an amendment that preserves the financial terms, the parties shall unwind the financial terms and terminate this Agreement within a reasonable time.

9.2 **Notices.** All correspondence and notices to the District shall be directed to the attention of Carla Gay. All correspondence and notices to Wallace shall be directed to the attention of Lisa Cline. Notices shall be delivered personally or mailed by certified mail, return receipt requested. The designated representative and addresses may be changed as necessary by giving notice in the same manner.

Notice shall be deemed received upon personal delivery or three business days after being mailed.


9.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon.

- 9.4 **No Assignment.** Neither party shall assign, delegate, or otherwise transfer any duties or obligations under this Agreement without the prior written consent of the other party.
- 9.5 **Entire Agreement/Amendment.** This Agreement, including the Attachments, constitutes the entire agreement between the parties and supersedes all other prior agreements or understandings, either oral or written, relating in any way to the subject matter of this Agreement, and it may be amended only in writing.
- 9.6 **No Waiver.** No failure by either party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving that party of the right to insist on strict performance of such provision or of any other provision in the future, and no waiver shall be deemed to have been made unless expressly in writing and signed by the other party.
- 9.7 **Severability.** If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of the Agreement, or the application of the provision to other persons or circumstances, shall not be affected.
- 9.8 **Survival.** The provisions of this Agreement identified in Section 3.5 shall survive the termination of this Agreement.
- 9.9 **Binding Effect.** This Agreement is binding on the parties and on their respective executors, administrators, representative, successors, and assigns.
- 9.10 **No Third-Party Rights.** The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Nothing in this Agreement or the course of conduct by a party shall be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the date first above written.

District:

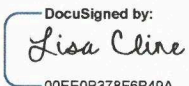
Gresham-Barlow School District



By: Jordan Ely
Its: CFO

Wallace:

The Wallace Medical Concern

DocuSigned by:

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By: Lisa Cline
Its: CEO