

MOBILE HEALTH CLINIC

AGREEMENT

This Mobile Health Clinic Agreement (this “Agreement”) is made and entered into as of April 30, 2021, by and between Port Angeles School District No. 121, Clallam County Washington, a Washington municipal corporation, (the “District”), and North Olympic Healthcare Network, a Washington nonprofit corporation (“NOHN”).

RECITALS

A. The District operates multiple schools in and around Port Angeles, Washington in Clallam County.

B. NOHN is a federally qualified health center providing a full spectrum of healthcare services including primary medical care, behavioral health and dental services at locations in Port Angeles, Washington.

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

D. NOHN 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. NOHN also received grant funding to facilitate and support the provision of services to students in Clallam County and the use of family navigators (the “Navigators”) who assist students and families in identifying and accessing health and social services resources in the community.

E. The District and NOHN desire to document their cooperation and the financial commitments made by NOHN 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 July 1, 2021 (the “Commencement Date”), and shall continue in effect for a period of three years until June 30, 2024 (the “Initial Term”). This Agreement shall automatically renew for additional periods of one year (the “Subsequent Terms”) unless one party provides written notice to the other of its intent not to renew at least 60 days before the end of the current term. The Initial Term and Subsequent Terms, if applicable, are collectively referred to as 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 any school location where NOHN is scheduled to provide

services. Such location shall have nearby access to power and bathroom facilities. The District shall also provide routine janitorial services for the Mobile Clinic. If routine vehicle preventative maintenance such as an oil change is needed for the Mobile Clinic and the District has maintenance staff available, the District shall make such services available for the Mobile Clinic.

2.2 Overnight Parking for Mobile Clinic. The District shall provide space in the District's bus garage for NOHN to store the Mobile Clinic overnight.

2.3 Family Navigators. The District shall employ at least two Navigators who serve as liaisons between students and their families and health, medical and social services providers in the community. The role of the Navigators shall be to connect and facilitate access to services by students with an emphasis on assistance to low-income and special education students and students with disabilities. The Navigators will work with behavioral health providers to facilitate implementation of educational activities for students and parents as appropriate. The Navigators will provide information and facilitate appointments with a range of service providers in the community which will include but not be limited to NOHN. The District will provide documentation of the salary and benefits costs of the Navigators within 30 days of the Commencement Date.

2.4 Billing for Mobile Clinic Services. The District shall not bill for medical services provided at the Mobile Clinic.

3. NOHN's Duties. NOHN shall perform the following duties during the Term:

3.1 Operation of the Mobile Clinic. NOHN shall make the Mobile Clinic available at school locations in the District on the schedule agreed upon by the parties. NOHN shall staff the Mobile Clinic with physicians and other clinicians (the "Providers") who are appropriately licensed or certified in Washington State 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.

3.2 Scope of Services. The scope of services at the Mobile Clinic shall include primary care visits, dental visits, visits for injuries and chronic health conditions, family planning services, sexual health and education, tobacco and drug use prevention and counseling, women's health care, ancillary services and preventive services including Well Child visits and immunizations.

Behavioral health services and counseling shall also be available either directly by NOHN or through a subcontract held by NOHN. Behavioral Health Staff will conduct periodic district-wide preventive and educational interventions at a group level (such as town halls, student assemblies, focus groups, or classes). Such group-level interventions will offer evidence-based, developmentally appropriate education to students, staff, and families focused on reducing stigma associated with help-seeking and mental illness, recognizing, and responding to indicators of suicide risk, promoting healthy alternatives to adolescent substance use, and teaching tools to prevent depression and anxiety among students. Such group-level interventions will be planned in coordination and with the express permission of the District.

3.3 Metrics for Program Evaluation. NOHN shall 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. The parties shall meet periodically and agree upon other metrics that will be provided by NOHN.

3.4 Billing for Mobile Clinic Services. Billing and collection for services provided at the Mobile Clinic shall be handled by NOHN. NOHN will comply with all applicable legal requirements in billing and collection for services provided at the Mobile Clinic.

3.5 Professional Liability Insurance. NOHN 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. Upon request, NOHN shall provide the District with a current certificate of insurance.

3.6 No Referral Requirements. Nothing in this Agreement shall be deemed or construed to require the District, the Navigators or other District employees to refer any patients to NOHN. The parties agree that referrals of students and their families should be made to the community resources that the District, the Navigators and other District employees believe to be in the students' best interests.

3.7 Compliance. NOHN 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.

4. NOHN Payments to the District. In support of the Navigators and the other commitments and services under this Agreement, NOHN shall pay the District an amount approximated to be One Hundred Sixty Two Thousand Two Hundred and No/100 Dollars (\$162,200) per year (the "Annual Payment") to pay for the salary and benefits of the Navigator positions. Following the Commencement Date and each following anniversary of the Commencement Date, the District will provide NOHN with the Navigators salary and benefit information which will be annualized to determine and finalize the Annual Payment. NOHN shall pay the Annual Payment to the District within 30 days of receiving the payroll information for the upcoming academic year.

5. Confidential Information. 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 18 have the right to access all information covered by FERPA, as do parents of students above the age of 18 if the student is considered a dependent under applicable law. NOHN 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.

NOHN 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”). NOHN 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.

6. **Indemnification.** Each party (“Indemnitor”) shall indemnify and hold harmless the other party (“Indemnitee”) against third party claims of liability, loss, damage, cost or expense resulting out of or arising from Indemnitor’s acts or omissions or acts or omissions of Indemnitor’s employees and agents.

7. **Independent Contractor.** NOHN 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, NOHN 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 NOHN’s or the Provider’s responsibility; and (c) NOHN 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 sixty (60) days following its receipt of such notice.

8.2 **Notice Termination.** After the Initial Term, either party may terminate this Agreement upon 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 Dispute Resolution. All disputes relating to this Agreement shall be resolved by the dispute resolution process set forth in Attachment A.

9.3 Notices. All correspondence and notices to the District shall be directed to the attention of the Director of Finance and Operations at 905 West 9th Street, Port Angeles, Washington 98363. All correspondence and notices to NOHN shall be directed to the attention of Michael Maxwell MS at 240 West Front Street, Suite A, Port Angeles, Washington 98362. 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.

9.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

9.5 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.

9.6 Entire Agreement/Amendment. This Agreement, including the Attachments, constitutes the entire agreement between the parties and supersedes any and 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.

9.7 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.

9.8 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.

9.9 Survival. The provisions of this Agreement identified in Section 3.5 shall survive the termination of this Agreement.

9.10 Binding Effect. This Agreement is binding on the parties and on their respective executors, administrators, representative, successors and assigns.

9.11 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.

THE DISTRICT: Port Angeles School District No. 121

By: *Mark Bone*
Its: *Superintendent*

NOHN:

North Olympic Healthcare Network
By: *Michael S. Maxwell*
Its: *CEO*

ATTACHMENT A
DISPUTE RESOLUTION

1. **Policy.** The parties agree to cooperate in good faith and to deal fairly with each other in carrying out their respective duties under this Agreement. If a dispute arises, the parties shall first try to negotiate a fair and prompt resolution. If they are unsuccessful, the dispute must be resolved by binding arbitration. The provisions of the Washington Uniform Arbitration Act, Chapter 7.04A RCW, are incorporated herein to the extent not inconsistent with the other terms of this Agreement, and the parties acknowledge that they intend to give up their right to have any dispute decided in court by a judge or jury except as provided in RCW 7.04A *et seq.*

2. **Binding Arbitration.** Any controversy or claim between the parties of any kind whatsoever, including but not limited to those arising from or relating to this Agreement or the relationship between the parties, and any claims arising in tort or under statute, must be resolved by a binding arbitration to be commenced in the manner provided in RCW 7.04A.090, provided, however, that all statutes of limitations that would otherwise apply do apply to disputes submitted to arbitration.

2.1 **Arbitrator.** The arbitration will be conducted by one arbitrator. The arbitrator must be an attorney with at least 15 years' experience in commercial law in Washington State. If the parties cannot, within 15 days after commencement of the arbitration, agree on an arbitrator, each party shall provide the other party with a list of five neutral arbitrators. None of the proposed arbitrators shall be or shall have been employed by, related to or affiliated with either party, nor shall any of them have provided goods or services to or have had a business relationship with either party. If the parties do not propose a common arbitrator acceptable to both parties, the parties or their representatives shall arrange a meeting to be held within five calendar days. Prior to such meeting, each party may advise the other party that it has stricken not more than two names from the other party's list of proposed arbitrators. At such meeting, each party shall select one arbitrator from those remaining on the other party's list, and a coin flip will decide the arbitrator. The party initiating the arbitration shall assign heads and tails to the names of the two proposed arbitrators, and the responding party in the arbitration shall flip a coin to determine the arbitrator.

2.2 **Venue.** The venue of the arbitration shall be Port Angeles, Washington, or such other location as the parties agree in writing.

2.3 **Arbitrability.** Whether a controversy or claim is covered by this Agreement shall be determined by the arbitrator.

2.4 **Third-Party Intervention.** If either party so requests at any time within 75 days of the submission of the dispute to arbitration, the parties shall try to resolve the dispute by nonbinding third-party intervention, including mediation, evaluation, or both, but without delaying the arbitration hearing date.

2.5 **Arbitration Procedures.** The arbitration must be conducted, generally, under the provisions of the Washington Uniform Arbitration Act, RCW 7.04A *et seq.*, as now stated or hereafter amended. The arbitrator shall not be bound by the rules of evidence or of civil

procedure, but rather may consider such evidence as reasonable business people would consider in the conduct of their day-to-day affairs, provided that the consideration of such evidence is not prohibited under RCW 7.04A *et seq.*

2.6 Discovery. The arbitrator may authorize such discovery necessary for a fair hearing of the dispute. Such discovery may not extend the time limits established by this section.

2.7 Limitation of Costs. The parties seek to minimize the cost of the dispute resolution process. To that end, the arbitrator may limit live testimony and cross-examination and require that the parties submit some or all of their case by written declaration if he or she determines that it can be done without jeopardizing a fair hearing of the dispute.

2.8 Time Limits. The arbitrator and the parties shall do what is reasonably necessary to conduct the arbitration hearing within 120 days of the date the arbitrator is selected, and the arbitrator shall make every effort to limit the hearing to 2 days and to render his or her opinion within 14 days after the hearing. The parties have specified these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which will not affect the validity of the award.

2.9 Construction of Agreement. The arbitrator has no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement and may only interpret existing provisions of this Agreement as they may apply to the specific facts of the issues in dispute.

2.10 Award. The arbitrator must render his or her decision in writing. The decision must contain a brief statement of the claims determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable law. Absent fraud, collusion, or willful misconduct by the arbitrator, the award will be final, and judgment may be entered in any court having jurisdiction over it.

2.11 Representation by Counsel. All parties shall have the right to representation by legal counsel at any stage of the proceedings.

2.12 Remedies. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or that may promote judicial economy. The arbitrator may also award attorneys' fees and costs to the party that most substantially prevails, but does not have the power to award punitive or exemplary damages.

2.13 Arbitration Expenses. Each party will bear one-half of the arbitrator's fee and any other costs and expenses jointly incurred (court reporter, etc.) in the arbitration. All other costs and expenses, including attorneys' fees, are to be borne by the party incurring them, except as otherwise ordered by the arbitrator.