

**NOTICE OF REQUEST FOR PROPOSALS FOR SCHOOL
DISTRICT WELLNESS CENTER PROGRAM SERVICES**

This is a

REQUEST FOR PROPOSAL

by

HERMISTON SCHOOL DISTRICT

TO OPERATE AND MANAGE THE SCHOOL DISTRICT WELLNESS CENTER

FOR HERMISTON SCHOOL DISTRICT

FROM JANUARY 1, 2016 UNTIL DECEMBER 31, 2018

RENEWABLE FOR THREE ONE-YEAR RENEWAL PERIODS,

SUBJECT TO ADDITIONAL EXTENSIONS UPON EXPRESS WRITTEN CONSENT

OF BOTH PARTIES

All Proposals and supporting documentation as described in this RFP must be delivered to Wade Smith, at the Hermiston School District, 305 SW 11th Street, Hermiston, OR 97838 no later than 1:00 p.m., Pacific Daylight Saving Time, on October 30, 2015. NO ORAL, TELEPHONIC, ELECTRONIC, OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

Please direct any questions regarding this RFP in writing only to Wade Smith, at the Hermiston School District, 305 SW 11th Street, Hermiston, OR 97838.

Proposers should request clarification or additional information concerning this RFP in writing as soon as possible, but in no event will such requests be received by the District later than 2:00 p.m., Pacific Daylight Saving Time, on October 20, 2015. All questions will be answered by written addenda only, which will be posted on the District's website at:
www.hermistonk12.or.us/rfps

TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR HERMISTON SCHOOL DISTRICT WELLNESS CENTER AGREEMENT

I. GENERAL INFORMATION

A. INTRODUCTION

By way of this Request for Proposals (“RFP”), Hermiston School District (“District”) is seeking proposals to provide health care services as described in the Scope of Work set forth in Section II (“Health Care Services”) for District students and District faculty (employed half-time or more) and their Oregon Educators Benefits Board (“OEBB”) insurance-covered dependents (collectively, “Patients”) in a dedicated Wellness Center located in the Hermiston High School (“Proposals”). All parties providing Proposals in response to this RFP (“Proposers”) must be skilled in all aspects of providing the requested Health Care Services, and they must be, or be capable of becoming, “in-network” providers by the intended start date of January 1, 2016, under the District’s OEBB health insurance plan.

This RFP is intended to provide Proposers with the opportunity to present their qualifications and approach clearly and succinctly, while providing the District with comparable information from each Proposer.

B. TIMELINE

1. Proposed Schedule.

RFP Release:	October 1, 2015
Mandatory Pre-Proposal Conference and Site Tour:	October 14, 2015 (4:00 p.m. PDT)
Deadline for Requests for Clarification:	October 20, 2015 (2:00 p.m. PDT)
Answers to Requests for Clarification Published:	October 23, 2015
Proposals Due:	October 30, 2015 (1:00 p.m. PDT)
Proposals Scored:	November 2-6, 2015
Interviews (if any):	November 9-13, 2015
Negotiations (if any)	November 16-20, 2015
Notification of Apparent Successful Proposer:	November 23, 2015
Agreement Signed and Executed by:	November 30, 2015

The District may, in its sole discretion, revise these dates.

C. PROPOSAL MEETING AND SITE VISIT

- 1. Mandatory Pre-Proposal Conference and Site Visit.** The mandatory pre-proposal conference and site visit is a Proposer’s only opportunity to visit the proposed location of the Wellness Center. The mandatory pre-proposal meeting and tour will be held on October 14, 2015, at 4:00 p.m., Pacific Daylight Savings Time. The conference will begin at 600 South First Street, Hermiston, OR 97838. Information provided as a result of Proposer questions at the meeting will be distributed as addenda, and any statements

made by the District's representatives at the conference are not binding on the District unless confirmed by written addendum.

D. REQUESTS FOR CLARIFICATION OF RFP

Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Proposers should request clarification or additional information concerning this RFP in writing as soon as possible, but in no event will such requests be received by the District later than 2:00 p.m., Pacific Daylight Savings Time, on October 20, 2015. Questions regarding this RFP should be addressed to Wade Smith, 305 SW 11th Street, Hermiston, OR 97838.

ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM ADDRESSED TO ALL PROPOSERS WILL NOT BE BINDING ON THE DISTRICT, AND PROPOSERS SHALL NOT RELY THEREON.

E. AMENDMENT OF RFP BY ADDENDA ONLY

If any part of this RFP is amended, addenda will be published on the same District website where this RFP was initially posted. Once the Proposal due date has passed, addenda will be provided to all Proposers who submitted a Proposal. Each Proposer shall provide written acknowledgement of its receipt of all issued addenda with its Proposal, unless the District otherwise specifies in the addenda.

F. RESERVATION OF RIGHTS

The District reserves the right, in its sole discretion:

1. to amend this RFP;
2. to extend the deadline for submitting Proposals;
3. to determine whether a Proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with this RFP;
5. to obtain or provide information to other public agencies, upon request, regarding the Proposer's performance;
6. to determine which, if any, Proposers will be interviewed;
7. to determine whether to seek clarifications regarding any Proposer's Proposal or request additional information necessary to evaluate, rank, and select a Proposer;
8. to determine whether a Proposer should be permitted to submit supplemental information;
9. to determine whether the Evaluation Team should reconvene and collectively review the scoring, making changes as the Evaluation Team deems appropriate;
10. to determine whether to negotiate with any Proposer or multiple Proposers;
11. at any time prior to the Agreement execution (including after announcement of the apparent awardee):
 - (a) to reject any Proposal that fails to substantially comply with all prescribed RFP requirements and procedures;

- (b) to reject all Proposals received and cancel this RFP upon a finding by the District that there is good cause therefore and that such cancellation would be in the best interests of the District; and/or
 - (c) to cancel this RFP;
12. to hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the Proposals; and
 13. to seek or obtain data from any source, including a Proposer, that has the potential to improve the understanding and evaluation of the responses.

ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DISTRICT IS NOT OBLIGATED TO AWARD A CONTRACT TO ANY PROPOSER. THE DISTRICT HAS NO FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, EXPENSES, AND COSTS INCURRED IN SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ATTENDING ANY INTERVIEWS, AND NEGOTIATING AN AGREEMENT. EACH PROPOSER WHO SUBMITS A PROPOSAL IN RESPONSE TO THIS RFP DOES SO SOLELY AT THE PROPOSER’S OWN COST AND EXPENSE.

G. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

The Proposer selected by the District will be required to enter into a written contract in the form attached to this RFP, subject to negotiation of terms, conditions, obligations, or requirements identified either by “_____” or by the notation “to be negotiated” in the form of the Agreement attached as Appendix C (“Negotiated Terms”).

Other than these Negotiated Terms, each Proposer represents that the Proposer takes no exception to any terms, conditions, obligations, or requirements of the Agreement or of the form of Agreement that is not identified in a Request for Clarification or clearly and expressly stated in its Proposal as submitted.

As provided in Section V.5, the District may in its sole discretion negotiate any terms, conditions, obligations, or requirements of the Agreement or of the form of Agreement clearly and expressly stated in a Proposer’s Proposal as submitted, but only to the extent those terms and conditions do not materially conflict with the applicable terms, conditions, obligations, or requirements of the form of Agreement.

PROPOSERS SHOULD SUBMIT ANY PROPOSED ALTERATION OF THE TERMS, CONDITIONS, OBLIGATIONS, OR REQUIREMENTS OF THE AGREEMENT OR OF THE FORM OF THE AGREEMENT AS A REQUEST FOR MODIFICATION.

H. WITHDRAWAL OR MODIFICATION OF BIDS

A Proposer may withdraw or modify its Proposal at any time up to the time of the proposal opening. After the proposal opening, a Proposer may not withdraw or modify its Proposal in any way.

I. PUBLIC RECORDS

This RFP and one copy of each Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the District and made part of a file or record, which shall be open to public inspection. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Sheets identified as containing trade secret information shall not contain non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The District shall have no liability for the disclosure of trade secret material and especially so when the material is not properly marked or separated from non-trade secret material.

J. PROTESTING CONTENTS OF RFP

Any prospective Proposer who contends that the terms and conditions of this RFP, the Agreement, or any aspect of the selection process: (1) will encourage favoritism in the award of the Agreement; (2) will substantially diminish competition; (3) will violate any other statute, regulation (including, but not limited to, OAR Chapter 137), policy, or law of any kind; and/or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to this RFP no later than 5:00 p.m., Pacific Daylight Saving Time, on October 20, 2015.

If the protest results in a change to this RFP, the District shall revise this RFP accordingly and shall re-advertise this RFP. Protests must be submitted to Wade Smith, 305 SW 11th Street, Hermiston, OR 97838.

Failure to file a protest by this time will be deemed a waiver of any claim by a Proposer that the selection process violates any of the items (1)-(4) of the foregoing sentence.

II. SCOPE OF WORK

A. OVERVIEW OF HERMISTON SCHOOL DISTRICT WELLNESS CENTER

1. Scale. The District serves approximately 5,500 students across eight campuses. The District employs approximately 500 faculty, who have approximately 1,030 OEGB insurance-covered dependents.

2. Scope of Services. The responsibilities of the Wellness Center Contractor (“Contractor”) include, but are not limited to, the following:
- a) Providing well visits, physicals, and preventative health messaging to Patients;
 - b) Performing screenings of Patients for potentially chronic conditions (e.g., asthma);
 - c) Providing referrals for any chronic conditions to a primary care physician;
 - d) Providing District students access to health care insurance for children (e.g., Oregon Health Plan (“OHP”));
 - e) Diagnose and treat Patients for acute illnesses, and provide referrals for acute illnesses as appropriate;
 - f) Provide treatment to Patients for minor injuries;
 - g) Prescribe appropriate medications to Patients;
 - h) Administer vaccinations and immunizations to Patients;
 - i) Provide necessary lab services related to the treatment of Patients, including on-site lab services related to the treatment of acute medical conditions (e.g., rapid strep tests);
 - j) Accommodating walk-in visits and scheduled appointments and scheduling appointments as necessary;
 - k) Providing to Patients information regarding how to access health care services outside of Wellness Center hours and posting such information in a location accessible to Patients outside of Wellness Center hours; and
 - l) Providing information and assistance to District students regarding procurement of health insurance.

The Wellness Center is not intended to serve as a primary care facility for Patients or to provide consistent care for chronic conditions.

The Contractor shall not provide the following services on the Premises (as defined in the Agreement); however, a Provider may, in his or her professional discretion, refer a Patient to another site of service or another provider for such services:

- a) Contraceptive services and counseling;
- b) Testing for sexually transmitted diseases; and
- c) Mental health services and counseling.

The Contractor shall not, without the District’s consent, perform services that would trigger a compliance obligation on the part of the District (e.g., relating to biohazard waste disposal or infection control).

3. Minimum Service Standards/Hours of Operation. At a minimum, the Contractor will be required to provide health care services to Patients for 20 hours per week during the school calendar year from August through June. The Contractor should provide services in either eight- or four-hour blocks, depending on whether the Contractor is providing full- or half-day sessions. The Wellness Center hours of operation shall be within the normal operating hours of the Hermiston High School, as specified in

Appendix A. **All health care services must meet the highest standards prevalent in the health care industry.**

These are only minimum expectations, and the Contractor may provide services in excess of these minimum expectations.

4. **Minimum Staffing Standards.** At a minimum, the Contractor shall employ at least one support staff member and one primary care provider during the Wellness Center's operating hours. This is only a minimum expectation, and the Contractor may provide additional staff as deemed necessary by the District and/or the Contractor.
5. **Reporting and Performance Measurement.** The Contractor shall maintain a system of reporting outcome-related measures that serve to demonstrate the impact of the Wellness Center program.
6. **HIPAA Compliance.** The Contractor will be solely responsible for ensuring compliance with the provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"), and the Health Information Technology in Economic and Clinical Health Act of 2009, as amended, and its implementing regulations (collectively, "HITECH"), to ensure Patient privacy and confidentiality.
7. **Management Goals.** The Wellness Center will provide timely, efficient health services to Patients. Other goals include increasing participation in preventive care and screening services, increasing Patient satisfaction and productivity, and improved health risk management of Patients.
8. **Financial Requirements.** The Wellness Center will be run on a cost-effective basis so as to be self-supporting.

B. DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR

1. **General.** The Contractor selected pursuant to this RFP will provide management, supervision, and operation of the program. The Wellness Center must be managed and operated so as to efficiently and effectively fulfill the responsibilities described, and so as to achieve the management goal and financial requirements described in Section II.A above.
2. **Capital Improvements.** The cost of capital improvements to the Wellness Center facilities shall be borne by the District and shall not be included in direct operating costs of the program. Improvements made to accommodate Contractor needs will be identified and mutually agreed upon as a part of the award process. Title to all capital improvements shall remain in the District. All furniture, fixtures, and equipment that are not capital improvements shall be provided by the Contractor.
3. **Reports.** The Contractor shall provide the District with monthly financial and management reports accurately reflecting the status of the Wellness Center operation. Such reports shall be in a format acceptable to the District and in sufficient detail to allow independent verification if requested by the District. All problems and

difficulties, which may impair the Contractor's ability to fulfill the goals described herein, shall be promptly reported to the District.

III. PROPOSAL SPECIFICATIONS AND PROPOSER QUALIFICATIONS

A. PROPOSAL SPECIFICATIONS

1. Formatting Requirements. The following items explain the format requirements for Proposal preparation and submission. The District reserves the right to eliminate from consideration any Proposal received that does not follow this format.

- a. Proposals must be printed, computer generated, or typewritten on 8.5" x 11" paper, using both sides of the paper. All pages must be numbered. Margins must be at least 1/2" on all sides. Font size can be no smaller than 12-point type. Any pages failing to comply with these requirements will be counted as two pages for purposes of the page limit specified below.
- b. Proposals must be limited to 10 pages. One side of a double-sided page counts as one page for purposes of this 10-page limit. The Proposer's cover letter, the front and back covers, section dividers (if used), table of contents (if included), all forms requested by this RFP, and detailed resumes are exempt from the 10-page limit.

2. Other Requirements.

- a. Proposals must be submitted in the name of the legal entity registered with the State of Oregon, Corporations Division, to do business in the State of Oregon or an independent contractor.
- b. Proposals must contain a certification by the proposer of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4) (see Appendix B).
- c. Proposals must contain a statement as to whether the Proposer is a resident proposer as defined in ORS 279A.120.
- d. Proposals must contain a statement as to whether the Proposer is an "in-network" provider under the District's OEBB health insurance plan, or, if the Proposer is not currently an "in-network" provider under the District's OEBB health insurance plan, a statement that it will become an "in-network" provider under the District's OEBB health insurance plan no later than January 1, 2016.
- e. Each Proposer shall provide written acknowledgement of its receipt of all issued addenda with its Proposal, unless the District otherwise specifies in the addenda.
- f. Proposers must include a listing of all school districts, if any, and entities in the State of Oregon for whom they currently provide health care services. This listing must include a contact name and phone number.

- g. Proposers must include a listing of all lost or discontinued accounts in the State of Oregon within the last five years.
 - h. Proposals must include a title page that lists all contact information.
 - i. The original Proposal must bear an original signature signed in ink and dated by the Proposer or a representative legally authorized by the Proposer. “E-signed” Proposals may be rejected for failure to comply with this provision. The signature must clearly indicate the Proposer’s intent to be bound by the terms and conditions specified in this RFP and its Proposal.
 - j. One original and five copies of the Proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: “RFP--School District Wellness Center 1:00 p.m., October 30, 2015.”
- 3. Deadline for Submission of Proposals. Proposals must be received by 1:00 p.m., Pacific Daylight Savings Time, on October 30, 2015. Late Proposals or modifications will not be accepted.
 - 4. Means of Submission. Proposals must be submitted in hard copy to Wade Smith, at the Hermiston School District, 305 SW 11th Street, Hermiston, OR 97838.

NO ORAL, TELEPHONIC, ELECTRONIC, OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

- 5. Acceptance of Terms and Conditions. By submitting a Proposal, a Proposer expressly represents that it has read and understands the terms and conditions contained in this RFP and that the Proposer agrees to be bound by such terms and conditions.

IV. PROPOSAL CONTENTS AND EVALUATION PROCESS

A. PROPOSAL CONTENTS

In addition to the specifications listed above, Proposals should address the following factors, which will form the basis of the District’s evaluation of the Proposals. To facilitate the evaluation of each Proposal, the District requests that all Proposers provide the information in the order and the categories specified below.

- 1. Background and Information About Proposer. Proposals should contain a description of the Proposer’s business operations, including the number of years the Proposer has been in the business of providing health care services, the Proposer’s management and ownership structure, its service area, and the volume of services it provides.
- 2. Relevant Experience. Proposals should contain a description of the Proposer’s experience providing the Health Care Services.
- 3. Work Plan for Providing the Requested Services. Proposals should include a discussion of the Proposer’s plan for providing the Health Care Services, including, but not limited to, the Proposer’s proposed process for scheduling appointments, proposed

hours of operation, and proposed staffing plan. Proposals should also include a description of each Proposer's plan for measuring outcomes and the success of the Wellness Center program, including, but not limited to, the measurement and indicators the Proposer will use to measure outcomes.

4. Wellness Center Operation Fee. Proposals should include the Proposer's best estimate of the fee for providing the services requested and described in this RFP ("Wellness Center Operation Fee"). Such Wellness Center Operation Fee is subject to good-faith and arm's-length bargaining. The Wellness Center Operation Fee charged hereunder shall not include any discount, rebate, kickback, or other reduction in charge, and is not intended to be, nor shall it be construed as, an inducement or payment for referral, or recommendation of referral, of patients to the Proposer by the District or by any of its employees or service providers. The sole purpose of the Wellness Center Operation Fee hereunder is to pay fair market value for services actually rendered to the District hereunder, which services do not exceed those that are commercially reasonable for the business purposes.
5. Professional Qualifications and Experience of Proposed Staff. Proposals should include a discussion of the professional qualifications and relevant experience of the Proposer's proposed staff. Proposals should specify the accreditation boards to which the Proposer and/or its staff reports, as well as any certifications and accreditations held by Proposer and/or its staff. In particular, the Proposal should include a discussion of any proposed staff member's experience working with a school-aged population. The Proposal should also include a discussion of any proposed staff member's experience working with a Spanish-speaking community, including any language skills.
6. Compliance and Risk Management. Proposals should include a description of each Proposer's strategy for staying abreast of and complying with updates in regulations, including regulations relating to HIPAA and HITECH. Specifically, Proposals should include a description of each Proposer's practices and procedures relevant to its protection of the confidentiality of client information when electronically transferring or storing information. Proposals should also include details for the following insurance coverages maintained by each Proposer: professional liability insurance, workers' compensation insurance, employee liability insurance, general liability insurance, and property insurance. Proposals should also include a statement indicating the Proposer's ability to comply with the insurance and indemnity requirements set forth in Article VII of the Agreement (attached as Appendix C).
7. Local Involvement. Proposals should include a discussion of the Proposer's involvement in the local community, including, but not limited to, the Proposer's current operations in the geographic area covered by the District and any community service. Particular attention should be paid to the Proposer's understanding of the needs of the local community, and the Proposer's plan for maximizing the positive impact of the Wellness Center on the community.
8. References. Proposals should include a list of any references for which the Proposer has provided the same, or similar, services. For each reference, the Proposer must

provide contact information for a primary point of contact familiar with the Proposer's work for that reference.

9. Additional Services. If a Proposer believes there are additional services not identified in this RFP that are necessary and/or beneficial for successful completion of the services, the Proposer's Proposal should include a description of the additional services recommended by the Proposer, describe how the additional services would benefit the District, and describe the Proposer's ability to provide the additional services.
10. List of Physical Modifications. Proposals should include a list of requested physical modifications to the site. Such list must be sufficiently detailed to allow the District to adequately assess the cost and feasibility of providing the requested physical modifications.

B. EVALUATION

1. Evaluation Process. Each Proposal will be subjectively evaluated by an Evaluation Team appointed by the District. The Evaluation Team will score the Proposal based on its assessment of the requested Proposal contents.
2. Scoring System. Proposals will be evaluated using the categories and scoring indicated below. The final score will be calculated by computing an average of the total Evaluation Team's scores.

○ Background and Information About Proposer:	6 points
○ Relevant Experience:	7 points
○ Work Plan for Providing the Requested Services:	11 points
○ Wellness Center Operation Fee:	30 points
○ Professional Qualifications and Experience of Proposed Staff:	11 points
○ Compliance and Risk Management	7 points
○ Local Involvement:	7 points
○ References:	7 points
○ Additional Services:	7 points
○ Physical Requirements:	7 points

3. Interviews. Proposers may receive a scheduling request for an interview that may be conducted as scheduled by the District during the week of November 9, 2015. The District retains sole discretion to determine which Proposers, if any, will be interviewed and the number of interviews, if any, to be conducted. Interviews, if conducted, will not be scored; however, the Evaluation Team may reconvene and re-evaluate any interviewed Proposers. There is no guarantee of an interview for any one Proposer or all Proposers.
4. Investigation of References. The District reserves the right to investigate the references and past performance of any Proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The District may postpone the award or execution of the Agreement after the announcement of the apparent successful Proposer

in order to complete the investigation. The District reserves the right to reject any or all Proposals at any time prior to the execution of a contract.

5. Applicable Preferences. In its evaluation of Proposals, the District will apply preferences for: Oregon goods and services, as required by ORS 279A.120; the use of recycled materials, as required by ORS 279A.125, and the performance within the state of public printing, binding, and stationery work, as required by ORS 282.210.
6. Price. The District retains the right to negotiate price and terms with top-ranked Proposers. Any unspecified costs shall be borne by the Proposer.

V. **SELECTION AND PROTEST OF AWARD**

1. Selection of Award. Based on the Evaluation Team's scoring, a recommendation regarding the award of the Agreement will be made to the Hermiston School District Board of Education ("Board of Education"). The final decision regarding award of the contract will be made by the Board of Education. The Agreement will be awarded to the Proposer who submitted the proposal that the District determines to be the most advantageous to the District based on the evaluation process and the evaluation factors described in this RFP.
2. Negotiation of Award. The District may engage in revised rounds of negotiation with the Proposers to achieve the best Proposal for purposes of award. Such negotiations may take place during the week of November 16, 2015.
3. Notification of Non-Acceptance. All Proposers not selected will be notified of the District's decision by receiving a copy of the notice of selection sent to the selected Proposer. After the District selects the Contractor, any Proposer may review the evaluation documentation, except for information that the District determines to be exempt from disclosure under ORS 192.501 or 192.502.
4. Protest of Award. If there are disagreements with the outcome or questions regarding the selection process, Proposers must submit protests in writing to the District no later than three calendar days after the notice of selection has been issued.

Protest procedures are set forth in OAR 137-047-0740. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of this RFP or are not qualified to perform the services described in this RFP. Protests must be submitted to: Wade Smith, 305 SW 11th Street, Hermiston, OR 97838.

The District will not consider a protest of award submitted after the submission deadline.

At the request of the protester, a hearing may be conducted before District staff within two calendar days after submission of the written protest. The District will either uphold or deny the protest, and a written response will be issued for all properly

submitted protests. If the protest is denied, the District will proceed to award the Agreement.

5. Negotiation and Final Award. Final award will be subject to execution of the Agreement. Negotiation of the Agreement may, at the District's discretion and to the fullest extent permitted by law, include any aspect of the Contractor's Proposal, this RFP, or the Agreement. The District reserves the right to negotiate a final Agreement that is in the best interest of the District. If permitted by the District, in its sole discretion and to the fullest extent permitted by law, negotiation of the Agreement may include one or more of the proposed alternative terms and conditions, if any, in the selected Contractor's Proposal. Award of the Agreement may be withdrawn if the Agreement negotiations are not concluded in time to execute an Agreement by December 30, 2015.

If the District and the Proposer initially selected are unable to negotiate an Agreement, the District reserves the right to select another Proposer and negotiate an Agreement with that Proposer.

Attachments:

*Program Information – Including Potential Hours of Operation and Length of School Year
(Appendix A)*

Certificate of Nondiscrimination (Appendix B)

Hermiston School District Wellness Center Agreement (Appendix C)

Appendix A

Potential Hours of Operation: 8:30 a.m. - 4:30 p.m.

Dates of 2015-16 School Year: August 26, 2015 to June 6, 2015

Dates of 2016-17 School Year: TBD. Dates similar to 2015-16.

Dates of 2017-18 School Year: TBD. Dates similar to 2015-16.

Appendix B

CERTIFICATION OF NONDISCRIMINATION

The undersigned proposer is aware that, under ORS 279A.110, no proposer who contracts with a public contracting agency may discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in the awarding of subcontracts. Accordingly, the undersigned proposer hereby certifies as part of its proposal submission that it has not and will not discriminate against any minority, women, or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any of the required subcontracts for this project.

Proposer's Name: _____

Signed by: _____

Its: _____

Dated: _____

Appendix C

HERMISTON SCHOOL DISTRICT WELLNESS CENTER AGREEMENT

ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This Wellness Center Agreement (“Agreement”), dated _____, is between Hermiston School District (“District”) and _____, a _____ company (“Contractor”).

1.2 Purpose of Agreement. The District recognizes that school-based wellness centers provide convenient, cost-effective health care services to Patients (as hereinafter defined), reducing absenteeism, increasing health and educational outcomes, and generally providing a public benefit consistent with the District’s mission. The Contractor is qualified to provide such services. This Agreement sets forth the terms and conditions upon which the District retains the Contractor to manage and operate an on-site wellness center (“Wellness Center”) for the District’s students and the District’s faculty (employed half-time or more) and their insurance-covered dependents (collectively, “Patients”).

1.3 Term of the Agreement. The initial term of this Agreement commences on January 1, 2016 and continues until December 31, 2018. The term of this Agreement may be extended for three (3) one (1) year renewal periods, and it is subject to additional extension upon express written consent of both parties. Notwithstanding the foregoing, the initial or renewal terms of this Agreement may be sooner terminated pursuant to the terms of this Agreement.

ARTICLE II RELATIONSHIP OF THE PARTIES

2.1 Independent Contractor. Nothing in this Agreement shall affect the separate identity of the District and the Contractor. In providing services under this Agreement, the Contractor is and shall act as an independent contractor to the District. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall any party be liable for the debts or obligations of the other parties, except as otherwise specifically provided in this Agreement.

2.2 Responsibilities of Contractor.

A. The Contractor shall provide health care services for Patients, regardless of their ability to pay, in accordance with the terms and conditions of this Agreement including, but not limited to, the Scope of Work set forth in Attachment B.

B. Health care services provided at the Wellness Center shall be limited to only those services that the Contractor or Providers (as hereinafter defined) are licensed or otherwise legally authorized, trained, and qualified to provide.

C. The Contractor shall perform its duties and obligations under this Agreement in (i) a competent, professional, and ethical manner; (ii) full compliance with all applicable laws, rules, regulations, and performance standards adopted or promulgated by any federal or state regulatory body or governmental agency, including the standards of applicable licensing organizations; and (iii) a manner consistent with the District's mission, policies, procedures, protocols, and compliance programs and other applicable standards.

D. To the extent required by law, the Contractor shall obtain the consent of a Patient and/or a Patient's parent or guardian, as applicable, concerning both payment for and provision of health services provided to each Patient.

E. The Contractor agrees to furnish the District, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 Rights of the District.

A. Authorized representatives of the District shall have reasonable access to the Wellness Center during the Wellness Center's hours of operation. In no event shall such access extend to any medical records or any other personal identifying information maintained by the Contractor that is confidential under applicable law, including the provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"). The parties agree that the District is not performing a covered service for the Contractor and is not a business associate of the Contractor, as those terms are defined by HIPAA.

B. The District may make reasonable regulations with regard to non-medical matters under its supervision and control, and the Contractor shall promptly comply with any such regulations.

2.4 Limitations of District's Involvement and Scope of Services. The District is not providing any medical care or benefits at the Wellness Center. The District shall not be responsible in any way for compensating or reimbursing the Contractor for health care services provided to Patients. The Contractor shall provide services within the scope of work to Patients regardless of their ability to pay.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Contractor's Representations and Warranties. The Contractor hereby represents and warrants to the District that on and as of the date hereof, and except as specifically disclosed to the District in writing prior to the signing of this Agreement:

A. Neither it nor its owner nor, to its knowledge, any of its employees, including licensed medical professionals engaged to perform the medical services required under this Agreement (“Providers”); contractors; or agents who are or will provide the work under this Agreement (collectively, “Representatives”) has been the subject of any investigation or other proceeding by any governmental authority or third-party payor involving allegations of false claims or fraudulent billing practices or any violation of any federal or state laws or regulations relating to health care, or the practice of medicine or surgery, including the laws and regulations governing the Medicare or Medicaid/OHP program, or any other federal or state health care program.

B. Neither it nor its owner nor, to its knowledge, any of its Representatives is subject to a covenant-not-to-compete or other covenant or restriction that would prohibit or otherwise restrict him or her from performing services pursuant to this Agreement.

C. Neither it nor its owner nor, to its knowledge, any of its Representatives is subject to any pending or threatened litigation, investigation, or other proceeding by or before any governmental commission, board, bureau, or other administrative agency or a health care facility, peer review organization, or professional society.

D. Neither it nor its owner nor, to its knowledge, any of its Representatives is or has been excluded from participation in any federally funded health care program, including the Medicare or Medicaid/OHP program.

E. All Providers meet the requirements of Section 4.5 of this Agreement.

3.2 Future Compliance with Representations and Warranties. At all times during the term of this Agreement, the Contractor will:

A. Continue to satisfy the representations and warranties set forth in Section 3.1;

B. Immediately notify the District if any representations and warranties set forth in Section 3.1 becomes untrue or if the Contractor learns that any representations and warranties set forth in Section 3.1 were untrue at the time they were made; and

C. In addition to the foregoing notice, if any Representative is excluded from participation in any federally funded health care program, the Contractor shall immediately remove such Representative from the performance of any work under this Agreement.

ARTICLE IV WELLNESS CENTER OPERATION AND SERVICES

4.1 Location. During the term of this Agreement, the Contractor shall operate a Wellness Center in that portion of the Hermiston High School shown on Attachment C (the “Premises”). The District and the Contractor may agree to add other locations, which additions will be reflected in an amendment to this Agreement.

4.2 Capital Improvements. The cost of capital improvements to the Wellness Center facilities identified in Attachment D (“Capital Improvements”) shall be borne by the District and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain in the District. All furniture, fixtures, and equipment that are not capital improvements shall be provided by the Contractor.

4.3 Calendar. For the initial school year in which this Agreement is in effect, all health care services will be available during the approved operating schedule, attached as Attachment A (the “Operating Schedule”). For each subsequent school year in which this Agreement is in effect, twenty-eight (28) days before the beginning of each school year, the Contractor shall propose an annual operating schedule for the District’s review and approval, which approved operating schedule shall replace the previous version as Attachment A.

4.4 Wellness Center Schedule. The Contractor shall provide health care services in accordance with the following terms:

A. The Wellness Center shall be open for operation ___ (__) hours per week during the school calendar year from August through June, or as otherwise provided in the Operating Schedule.

B. The Contractor must adhere to the Operating Schedule, and any changes made thereafter may be made only with written approval of the District.

4.5 Common Goals Session. Within sixty (60) days of the commencement of each semester, if requested by either party, the District and the Contractor agree to participate in a Common Goals Session in accordance with Exhibit 1. During the first half of each school year throughout the term of this Agreement, if requested by either party, the District and the Contractor agree to participate in an Annual Expectations Meeting in accordance with Exhibit 2.

4.6 Providers.

A. During its hours of operation, the Wellness Center shall be staffed by Providers with the following licensure: _____.

B. The Contractor will ensure that each Provider is duly licensed and authorized, and appropriately qualified, to render professional medical services in the State of Oregon.

C. The Contractor will not unreasonably interfere with the exercise of any Provider’s independent professional judgment in providing professional medical services to patients at the Wellness Center.

4.7 Reporting and Performance Measurement. In cooperation with the District, the Contractor shall maintain a system of reporting outcome-related measures that serve to demonstrate the impact of the Wellness Center program. The nature and content of such reporting shall be as reasonably requested by the District. Such reporting shall include, but not be limited to, a verbal and written program update to the District, presented by the Contractor no less than annually at a time agreed upon by the parties.ch

4.8 Financial Requirements. The Wellness Center will be run on a cost-effective basis so as to be self-supporting. The Contractor agrees that in no event will the Contractor or any Provider bill; charge; collect a deposit from; seek compensation, remuneration, or reimbursement from; or have any recourse against the District for services within the Scope of Work provided to Patients pursuant to this Agreement. The Contractor agrees to accept the Wellness Center Operation Fee (as hereinafter defined) as complete and full discharge of payment for the services provided to the District under this Agreement.

4.9 Bad Debt. The Contractor acknowledges that the District is a public entity and that the purpose of this Agreement is to achieve a public benefit. In consideration of access to the Premises and receipt of the Wellness Center Operation Fee, the Contractor agrees that it will not pursue the collection of any amounts unpaid by a Patient or the Patient's guardian, if applicable, beyond direct billing.

ARTICLE V MANAGEMENT AND PERSONNEL

5.1 Contractor Management and Professional Employees. The Contractor shall provide sufficient and qualified management and professional employees, including Providers, to manage and operate the Wellness Center and supervise the Contractor's employees. All such employees shall remain employees of the Contractor.

5.2 Other Wellness Center Employees. All Wellness Center employees shall remain employees of the Contractor. The Contractor shall direct and supervise all Contractor Wellness Center employees.

5.3 Payroll and Taxes. The Contractor shall prepare and process the payroll for and shall pay its employees directly. The Contractor further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security, and unemployment taxes and workers' compensation payments.

5.4 Workers' Compensation Insurance. The Contractor shall procure workers' compensation insurance in accordance with the requirements of Section 7.1(B) or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the District.

5.5 Nondiscrimination. Neither the District nor the Contractor shall, unless otherwise made inapplicable by law, discriminate on the basis of race, color, gender, religion, sex, age, national origin, disability, political beliefs, sexual orientation, or marital or family status, or status as a veteran, as defined by applicable federal, state, and local law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning Wellness Center personnel.

The Contractor is an equal opportunity employer and is legally responsible for all of its employment decisions affecting its own employees. As such, the Contractor will not comply with any type of unlawfully discriminatory request or preference by anyone that

restricts the opportunities of its workforce. The staffing, promotion, placement, or assignment of employees who work in or on the Wellness Center must be done without any preference or limitation based on race, color, or any other basis prohibited by law, including, but not limited to religion, sex, age, national origin, disability, or status as a veteran. This obligation applies to the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning the Contractor’s employees. Under no circumstances will the Contractor permit a request or suggestion by a client to place a particular employee in the Wellness Center to override its nondiscrimination policy. In addition, the Contractor affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 12086; Executive Order 12138, as amended by Executive Order 12608; Executive Order 11625; Executive Order 11758; Executive Order 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Immigration Reform and Control Act of 1986; Public Law No. 95-507; the Americans with Disabilities Act; and any additions or amendments thereto.

ARTICLE VI
FACILITIES, EQUIPMENT, AND MAINTENANCE

6.1 **Wellness Center Facilities.** During the term of this Agreement, the District shall provide the Premises (the “Wellness Center Facilities”) for use by the Contractor in performance of this Agreement. The Wellness Center Facilities are provided “AS IS” without any warranty by the District. The Contractor shall take reasonable care of the Wellness Center Facilities and equipment, and shall return them to the District in good condition upon termination of this Agreement, ordinary wear and tear excepted.

6.2 **Cleaning and Sanitation.** The District and the Contractor shall be responsible for usual and customary cleaning and sanitation of the District’s Wellness Center Facilities as follows.

A. The Contractor shall be responsible for all necessary cleaning and sanitation in all portions of the Wellness Center Facilities used for the direct provision of health care services, and shall clean and sanitize all necessary supplies, utensils, equipment, and similar items. The Contractor shall also be responsible for collecting and disposing of all biohazards (including medical wastes), in compliance with all applicable local, state, and federal laws and regulations.

B. The District shall be responsible for the required cleaning and sanitation of all portions of the Wellness Center Facilities not used for the direct provision of health care services, and in accordance with the scope of its existing cleaning and sanitation agreements. The District shall also provide and maintain adequate fire extinguishing equipment for the Wellness Center Facilities, provide necessary pest control, and be responsible for the removal of refuse from refuse collection containers, with the exception of biohazards (including medical wastes), the collection and disposal of which are the sole responsibility of the Contractor.

6.3 Maintenance. The District shall provide, at the District's sole expense, personnel and outside services, parts, and supplies required to properly maintain the Wellness Center Facilities, with the exception of maintenance associated with any damage caused by the Contractor and its agents, employees, contractors, or invitees, the costs of which shall be borne by the Contractor.

6.4 Condition of Facilities and Equipment. The Contractor shall be responsible for ensuring any necessary health permits and certification for the Wellness Center Facilities are obtained and maintained. The District will cooperate with the Contractor in these efforts. The Wellness Center Facilities provided by the District and the equipment provided by the Contractor in performance of this Agreement shall comply with all applicable building, safety, sanitation, and health laws, and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The Contractor shall take reasonable and proper care of all Wellness Center Facilities and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the Contractor is notified by an authorized government agency that the Wellness Center Facilities or equipment are not in compliance with any law, ordinance, rule, or regulation, the Contractor shall immediately inform the District of such notification.

6.5 Nonconforming Facilities and Equipment. The District shall make all repairs, alterations, modifications, or replacements that may be necessary to correct any conditions of the Wellness Center Facilities that violate applicable building, sanitation, health, or safety laws, ordinances, rules, or regulations. The Contractor shall make all repairs, alterations, modifications, or replacements that may be necessary to correct any conditions of the Contractor's equipment that violate applicable building, sanitation, health, or safety laws, ordinances, rules, or regulations.

ARTICLE VII INSURANCE AND INDEMNITY

7.1 Insurance Requirements. The Contractor shall obtain and keep in force during this Agreement, for the protection of the District and the Contractor, the following types of insurance:

A. Professional Liability Insurance. The Contractor shall maintain professional liability insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The deductible will be the responsibility of the insured. Such coverage shall remain in effect for the duration of this Agreement, and it shall include an endorsement providing tail coverage for ten (10) years after the completion of the term of this Agreement. Such coverage shall not be suspended or modified except after prior written approval of the Board of Education.

B. Workers' Compensation Insurance; Employee Liability Insurance. The Contractor shall secure and maintain during the life of this Agreement workers' compensation insurance for all of its employees employed at the Wellness Center or in any way connected with the work, including supervision, administration, or management, of the Wellness Center. That insurance shall comply with the Oregon Workers' Compensation Law. No class of employee,

including the Contractor itself, shall be excluded from the workers' compensation insurance coverage. The workers' compensation insurance shall also include employer's liability coverage and shall include broad form all states endorsement.

C. **General Liability Insurance.** The Contractor shall maintain commercial general liability insurance, written on an occurrence basis, covering claims and liability for personal injury, death, or property damage occurring in, on, or about the Premises with minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) general aggregate. That insurance shall provide contractual liability insurance applying to the indemnification obligations in this Agreement.

D. **Property Insurance.** The Contractor shall maintain during the term of this Agreement a so-called "special form" policy or policies of property insurance covering its trade fixtures, equipment, and other personal property located in the Premises, in the amount of the full replacement value thereof, covering all risks covered under "causes of loss - special form" coverage.

7.2 **Proof of Insurance; Cancellation of Insurance; Additional Insured.** The Contractor shall deliver to the District a certificate evidencing all required policies and coverage within thirty (30) days after the execution of this Agreement by the parties, but no later than such time as the Contractor enters the Premises pursuant to this Agreement. The Contractor shall not cancel any of the required insurance policies unless thirty (30) days' prior written notice of such cancellation is given to the District. The policies shall also name the District as an additional insured by endorsement in form and substance acceptable to the District.

7.3 **Insurance on Occurrence Basis.** Subject to this Section 7.3, and to the extent commercially available, all liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. In the event that any policy required by this Article VII is a "claims made" policy, the Contractor shall ensure that a "tail" policy (extended reporting endorsement) shall be obtained by the insured party upon termination of such a policy as required to continuously maintain coverage under such policy throughout the term of this Agreement and for a period of not less than ten (10) years following the date of termination of the policy required by this Article VII. The "tail" policy shall have the same policy limits as the policy it extends.

7.4 **Limits of Liability Generally.** If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in this Agreement, the Contractor shall notify the District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or excess liability insurance can be purchased to meet the limits of liability specified in this Agreement.

7.5 **Limit of District's Liability.** The Contractor agrees that neither the District nor its officers, directors, employees, or agents will be liable for any incidental, indirect, special, exemplary, or consequential damages or costs that may arise out of or relate to this Agreement or

the services provided hereunder, even if the Contractor has been notified of the possibility or likelihood of such damages or costs occurring.

THE CONTRACTOR AGREES THAT IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE DISTRICT OR ITS AGENTS ARISING OUT OF THE CONTRACTOR'S OR ITS EMPLOYEES' PERFORMANCE OF THE SERVICES EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR OWED BY THE DISTRICT TO THE CONTRACTOR UNDER ARTICLE VIII OF THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM, OR DAMAGES AROSE.

7.6 Waiver of Insurance Subrogation. Neither party shall be liable to the other for any loss or damage that (a) would be insured against under the terms of any property insurance required to be carried under this Agreement, or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required under this Agreement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. Such waiver shall apply regardless of whether the claim is due to the negligence of a party or that parties' agents, officers, employees, or contractors. All policies required of the Contractor shall include a waiver of subrogation clause in favor of the District, and this endorsement must be indicated on all certificates of insurance.

7.7 Indemnity. To the fullest extent permitted by law, the Contractor shall defend, indemnify, reimburse, and hold the District and its officers, board members, agents, and employees harmless for, from, and against all claims, liability, demands, fines, loss, judgments, and expense, including reasonable costs and expert and attorneys' fees, arising out of or related to (1) the Contractor's use of the Premises, (2) any action or inaction of the Contractor or its employees, contractors and design professionals (and their subcontractors and suppliers at all tiers), agents, licensees, or invitees, (3) any condition of the Premises that is the responsibility of the Contractor under this Agreement, (4) the conduct of the Contractor's business or any activity, work, or things done, permitted, or suffered by the Contractor in or about the Premises or elsewhere, (5) any breach or default in the performance of any obligation of the Contractor under this Agreement, or (6) any products, goods or services sold by or provided by the Contractor from the Premises (including product liability and other claims). In the event any action is brought against the District by reason of any such claim, the Contractor shall resist or defend such action or proceeding by counsel satisfactory to the District upon the District's demand.

ARTICLE VIII COMPENSATION

8.1 Wellness Center Operation Fee. The District will pay the Contractor a "Wellness Center Operation Fee" of \$_____ per month (\$_____ per year) for all services provided by the Contractor under this Agreement.

8.2 Reasonable Compensation. The Wellness Center Operation Fee payable hereunder by the District has been determined by the parties through good-faith and arm's-length bargaining. No amount paid hereunder is intended to be, nor shall it be construed as, an inducement or payment for referral of, or recommending referral of, patients by the District or by any of its employees or service providers. The Wellness Center Operation Fee charged hereunder does not

include any discount, rebate, kickback, or other reduction in charge, and is not intended to be, nor shall it be construed as, an inducement or payment for referral, or recommendation of referral, of patients to the Contractor by the District or by any of its employees or service providers. The sole purpose of the Wellness Center Operation Fee hereunder is to pay fair market value for services actually rendered to the District hereunder, which services do not exceed those that are commercially reasonable for business purposes.

8.3 Compensation for Services. The Contractor shall not seek compensation from the District beyond the Wellness Center Operation Fee. Under no circumstances shall the Contractor seek reimbursement for health care services from the District.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Compliance with Law. The Contractor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding the purchasing, sanitation, health, and safety of the health care service operations. The Contractor shall procure and maintain all necessary licenses and permits. The District shall cooperate, as necessary, for the Contractor’s compliance and procurement efforts. Without limiting the generality of the foregoing, the Contractor shall operate the Wellness Center in compliance with (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations; (ii) the limitation on certain physician referrals, also referred to as the “Stark Law” (42 U.S.C. § 1395nn) and the related regulations; (iii) HIPAA and the Health Information Technology in Economic and Clinical Health Act of 2009, as amended, and its implementing regulations; (iv) Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency; and (v) any other applicable state and federal laws, e.g., laws and regulations relating to privacy and informed consent.

9.2 Assignment. This Agreement may not be assigned by either party, in whole or in part, without the written consent of the other party.

9.3 Notice. Any notice or communication required or permitted under this Agreement shall be in writing and shall be served personally or sent by U.S. registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the District: Wade Smith
 Hermiston School District
 305 SW 11th Street
 Hermiston, OR 97838

Notices to the Contractor: _____

Other persons or places may also be designated, in writing, by either of the parties, during the term of this Agreement. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the U.S. mail.

9.4 Attorneys' Fees. In the event of any litigation, whether a trial or an arbitration, to interpret or enforce this Agreement, the prevailing party shall be entitled to recover from the other party its costs, disbursements, expert witness fees, and attorneys' fees at trial and on any appeal or review.

9.5 Governing Law; Venue. Interpretation of this Agreement and any and all disputes arising under or in connection with this Agreement shall be governed by the laws of the State of Oregon. If a dispute arises under this Agreement, it shall be resolved in a state or federal court seated in Umatilla County, State of Oregon; both parties expressly agree that they shall not contest that venue shall lie with said courts, and consent to the jurisdiction thereof.

9.6 No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

9.7 Catastrophe. With the exception of payment obligations for prior performance under this Agreement, neither party shall be liable for the failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strike, vandalism, war, riot, sabotage, weather- or energy-related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The Contractor shall resume Wellness Center operations as soon as possible.

9.8 Termination.

A. Termination for Convenience. This Agreement may be terminated at any time by the District. The District shall give not less than sixty (60) days' written notice of the intention to terminate for convenience. In the event of such termination, the District and the Contractor will coordinate to make appropriate provision for the continuation of necessary treatment of Patients of the Wellness Center.

B. Termination for Cause. This Agreement may be terminated by either party for default upon the defaulting party's failure to cure a material breach within twenty (20) days after written notice by the non-defaulting party specifying the nature of the default.

C. Immediate Termination. Either party may terminate this Agreement immediately upon written notice if the other party voluntarily files a petition in or for bankruptcy reorganization or liquidation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, is unable to pay its debts as they become due, or has a trustee, receiver, or other custodian appointed on its behalf, or should any other case or proceeding under any bankruptcy or insolvency law be commenced against it and not be dismissed within sixty (60)

days after the filing thereof, or should it commence a proceeding for its dissolution or liquidation.

D. Termination as to a Provider. The District has the right to request the immediately suspension of a Provider from providing any services within the Scope of Work of this Agreement by giving written notice thereof to the Contractor when the District determines that (i) based upon available information, the continued participation of the Provider appears to constitute an immediate threat or risk to the health, safety, or welfare of Patients, or (ii) the Provider's fraud, malfeasance, or noncompliance with the requirements of this Agreement is reasonably suspected. The Contractor shall immediately notify the affected Provider of such suspension. During such suspension, the Provider shall discontinue the provision of all or a particular service to Patients, as directed. Such suspension will continue until the Provider's participation is reinstated or terminated.

E. Effect of Termination. The Contractor acknowledges that it is responsible for complying with any continuity of care requirements applicable to its care of Patients.

9.9 Rights Beyond Termination. The right of termination referred to in this Agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity for breach of contract.

9.10 Construction and Effect. A waiver of any failure under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This Agreement supersedes all prior negotiations, representations, or agreements. The Article and Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. The Attachments and Exhibits referred to herein are made part of this Agreement by the respective references to them. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.11 Severability. If any term or provision of this Agreement is to any extent held invalid or unenforceable, and the provisions of this Agreement that are essential to each party's interest otherwise remain valid and enforceable, then (i) the remaining terms and provisions of this Agreement will not be affected thereby, (ii) each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law, and (iii) the court will give the offending provision the fullest meaning and effect permitted by law.

9.12 Amendments to the Agreement. Each of the Articles, Attachments and Exhibits shall remain in effect throughout the term of this Agreement unless the parties mutually agree, in a written document signed by both parties and attached to this Agreement, to amend, add, or delete an Article, Attachment, or Exhibit. Any amendment to this Agreement shall become effective at the time specified in the amendment. Notwithstanding the foregoing, the District may amend this Agreement by giving the Contractor written notice of the amendment to the extent such amendment is deemed necessary or appropriate by the District to comply with any change in applicable law or any interpretation thereof. Any such amendment will be deemed accepted by the Contractor upon the giving of such notice.

9.13 Marketing. The Contractor shall not, without the District’s prior written consent, use its promotional, informational, or marketing activities or materials including the names, trademarks, logos, and symbols of the Contractor.

9.14 Oregon’s Public Contracting Code. Without limiting the generality of other provisions of this Agreement relating to compliance with law, the Contractor agrees to comply with the following specific requirements of Oregon law.

A. Compliance with Laws and Tax Laws. The Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings. The Contractor agrees to indemnify, hold harmless, reimburse, and defend the District from and against any penalties or liabilities arising out of violations of such obligations by the Contractor or its subcontractors or suppliers at any tier. The Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6).

B. Recycled Materials. The Contractor, in performance of the services, shall use recycled paper as defined in ORS 279A.010(1)(ee), recycled PETE products as defined in ORS 279A.010(1)(ff), and other recycled plastic resin products to the maximum extent economically feasible.

C. **Nondiscrimination. The Contractor, in performance of the services, will not discriminate against any minority, women, or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any of the required subcontracts for this project, in accordance with ORS 279A.110.**

SO AGREED:

HERMISTON SCHOOL DISTRICT

By: _____
Name (printed): _____
Title: _____

By: _____
Name (printed): _____
Title: _____

Attachment A
WELLNESS CENTER OPERATING SCHEDULE

(To be negotiated)

DRAFT

Attachment B
SCOPE OF WORK

The responsibilities of the Contractor include, but are not limited to, the following:

- a) Providing well visits, physicals, and preventative health messaging to Patients;
- b) Performing screenings of Patients for potentially chronic conditions (e.g., asthma);
- c) Providing referrals for any chronic conditions to a primary care physician;
- d) Providing District students access to health care insurance for children (e.g., Oregon Health Plan);
- e) Diagnose and treat Patients for acute illnesses, and provide referrals for acute illnesses as appropriate;
- f) Provide treatment to Patients for minor injuries;
- g) Prescribe appropriate medications to Patients;
- h) Administer vaccinations and immunizations to Patients;
- i) Provide necessary lab services related to the treatment of Patients, including on-site lab services related to the treatment of acute medical conditions (e.g., rapid strep tests);
- j) Accommodating walk-in visits and scheduled appointments, and scheduling appointments as necessary;
- k) Providing to Patients information regarding how to access health care services outside of Wellness Center hours and posting such information in a location accessible to Patients outside of Wellness Center hours; and
- l) Providing information and assistance to District students regarding procurement of health insurance.

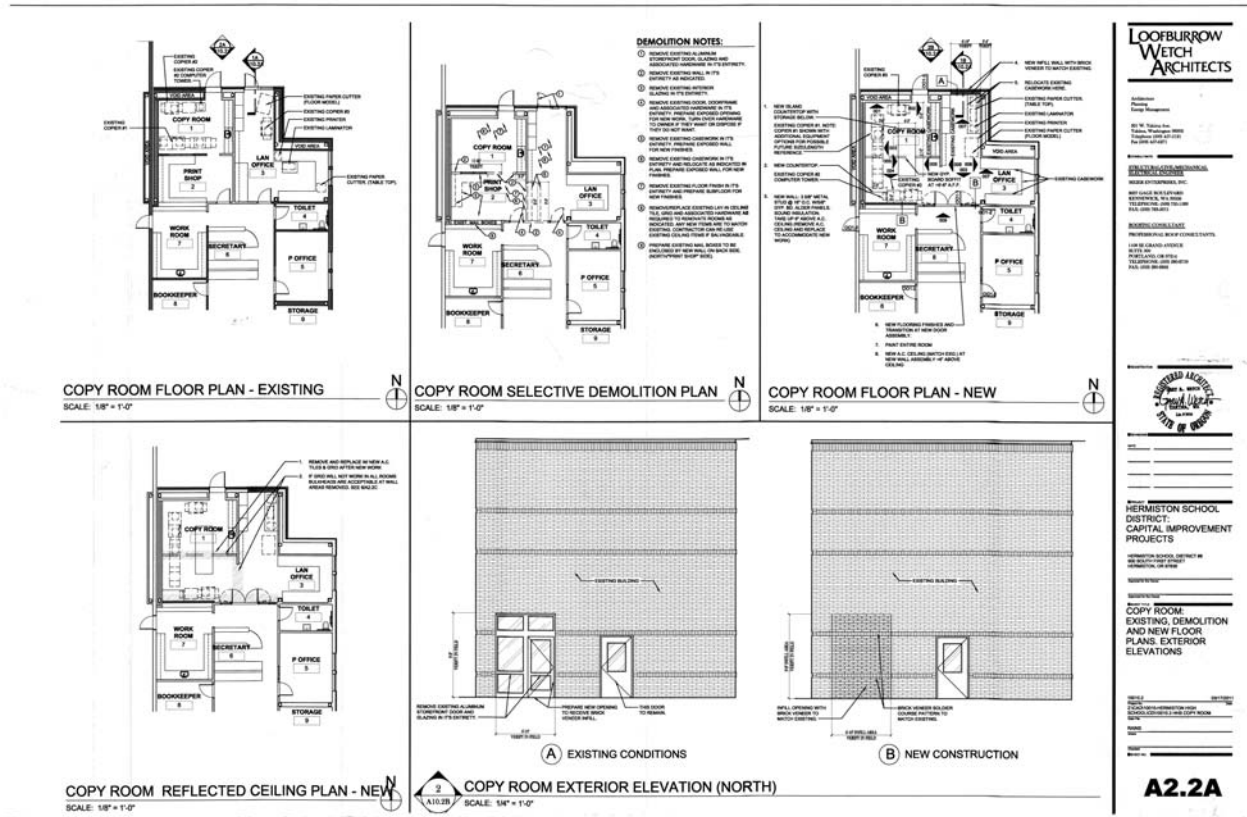
The Wellness Center is not intended to serve as a primary care facility for Patients or to provide consistent care for chronic conditions.

The Contractor shall not provide the following services on the Premises; however, a Provider may, in his or her professional discretion, refer a Patient to another site of service or another provider for such services:

- a) Contraceptive services and counseling;
- b) Testing for sexually transmitted diseases; and
- c) Mental health services and counseling.

The Contractor shall not, without the District's consent, perform services that would trigger a compliance obligation on the part of the District (e.g., relating to biohazard waste disposal or infection control).

Attachment C DESCRIPTION OF PREMISES



Attachment D
CAPITAL IMPROVEMENTS

(To be negotiated)

DRAFT

EXHIBIT 1
COMMON GOALS SESSION

Definition:

The Common Goals Session is a meeting that is held within sixty (60) days of the commencement of each semester at the request of one or both parties.

Objectives:

To assess the program's performance.

To seek input and provide better understanding of the Agreement to a broader representation of key school district personnel.

To solidify relationships.

To gain consensus of objectives/expectations from the business relationship.

Participants:

Hermiston School District: [participants].

Contractor: [participants].

EXHIBIT 2

ANNUAL EXPECTATIONS MEETING

Definition:

The Annual Expectations Meeting is a meeting that is held during the first half of each school year at the request of one or both parties.

Objectives:

To review progress to date on the goals and priorities set in previous meetings.
To establish priorities to close the school year and expectations for the upcoming school year.

Participants:

Hermiston School District: [participants]

Contractor: [participants]