SCHOOL CLINIC AGREEMENT

THIS SCHOOL CLINIC AGREEMENT (this "Agreement") is made and entered into as of the 1st day of September, 2021, by and between UNIVERSITY OF KANSAS SCHOOL OF MEDICINE – WICHITA MEDICAL PRACTICE ASSOCIATION, a Kansas not-for-profit corporation ("MPA"), and HAYSVILLE SCHOOL DISTRICT USD 261 ("School District").

WHEREAS, School District operates multiple public schools, including Haysville Middle School, located at 900 W. Grand, Haysville, Kansas (the "Middle School").

WHEREAS, the School District has determined that there is a need for students of the School District ("Students") to have access to medical care at the Middle School during the school day;

WHEREAS, the MPA is a multi-disciplinary medical practice which employs physicians and other health care providers; and

WHEREAS, the School District and the MPA have agreed that the MPA will operate an ambulatory care clinic (the "Clinic") at the Middle School on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is understood and agreed by the MPA and the School District (collectively, the "Parties" and individually, a "Party") as follows:

1. Incorporation of Recitals. The "WHEREAS" clauses set forth above are hereby incorporated into this Agreement by this reference.

2. Term. The initial term of this Agreement shall be the period beginning September 1, 2021 and ending July 31, 2023 (the "Initial Term"). Prior to the expiration of the Initial Term, the Parties will jointly analyze the sustainability of the arrangement described in this Agreement and, if the Parties mutually determine that this Agreement is sustainable, the Parties will negotiate in good faith a renewal or replacement of this Agreement. If the Parties do not renew or replace the Agreement, it shall terminate. Either the School District or MPA may terminate this Agreement without cause upon giving the other party thirty (60) days written notice. At the expiration of the thirty (30) day period or upon termination, MPA covenants that it will surrender peaceful possession of the Clinic Space and its use of the facilities to the School District, and return the same to its original condition, reasonable wear and tear excepted.

3. Space and Services to be provided by School District. During the Initial Term, the School District will:

(a) allow access to Clinic Space prior to start date during normal business hours for Clinic setup.

(b) make available for the exclusive use of the MPA, a secure space which may be locked during hours when not in use.

(c) Provide to the Clinic Space, for use by the MPA in operating the Clinic, all necessary or appropriate gas, electric, and water utilities, telephone service, internet service, trash disposal, janitorial and disinfection services, security services, and other basic utilities and services necessary or appropriate to operate the Clinic, other than professional medical services.

(d) Provide services of a nurse to assist in the Clinic and administrative personnel to serve as a receptionist and scheduler for the Clinic and to provide other administrative services needed at the Clinic.

(e) Provide services of Social Worker for care coordination.

(f) Provide parking spaces or facilities for the MPA employees providing services under this Agreement within reasonable proximity of the Clinic Space.

4. Operation and Staffing of Clinic. The MPA agrees that during the Initial Term, while the Middle School is in session, the MPA will conduct the Clinic in the Clinic Space, for five (5) half days per week/20hrs per week to include necessary administrative time. Telehealth appointments may be available when provider is at other School Based Health Clinics (SBHC) sites or during regularly scheduled hours when school is not in session by using HIPAA-compliant video conferencing tools.

The MPA agrees to provide to the School District's staff a Telementoring forum for a total of 40 hours per school year to help educate and identify mental health care issues among their student population. These 40 hours will generally be divided into weekly 60-90 minute sessions and 30 minutes of team planning time will be allotted for every 90 minutes session to be included in the 40 hour total.

The Clinic will be staffed by an Advanced Practice Provider, ("APP") i.e., nurse practitioner or physician assistant, and a Medical Assistant. The Clinic will be for students of USD 261. The Parties anticipate that the Clinic will be available to address the following needs of Students:

(a) Evaluation of a Student for clearance to return to school following symptoms similar to those experienced by patients with COVID-19 or the Student's exposure to an individual who tests positive for, or is suspected of, COVID-19 infection;

(b) Sports injury;

(c) Concussion;

(d) Flu-like symptoms;

(e) Common cold symptoms;

(f) Ear pain;

(g) Headache;

(h) Stomach ache;

(i) Asthma exacerbation

(j) Preventive health care.

This list is not intended to be exhaustive. The Parties acknowledge and agree that an APP may not be the appropriate provider to address a particular medical need and it may be necessary or appropriate to refer a patient to an appropriate provider of medical care (e.g., primary care physician or a specialist).

5. Compensation. In order to help the MPA cover part of the cost of operating the Clinic and providing the services of an APP to staff each Clinic, the School District agrees to pay to the MPA the sum of One Hundred Thirty Eight Thousand, Six Hundred Dollars ($138,600) for the Initial Term, payable in Twelve (12) equal monthly installments of Eleven Thousand Five Hundred and Fifty Dollars ($11,550) each, due on the first day of each calendar month during the Term of this contract, at the following address: University of Kansas School of Medicine-Wichita Medical Practice Association, 1010 N. Kansas St, Suite 3049, Wichita, KS 67214. In the event that the MPA does not receive a payment when due, the MPA may discontinue operation of the Clinics until the amounts due and payable have been received. The MPA is also permitted to bill and collect from insurance companies, other third-party payors and patients with respect to medical services provided at the Clinic.

6. Professional Liability Insurance. The MPA shall maintain professional liability insurance covering the MPA and the APP(s) providing medical services under this Agreement in a coverage amount of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. The MPA shall provide evidence of Worker's Compensation coverage on the Certificate of Insurance in the amount required by Kansas law, including Employers Liability with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident and disease, each employee. The MPA shall provide the School District with a certificate(s) evidencing such insurance upon request.

7. Medical Records. The MPA will maintain any required medical records with respect to medical services provided to Students at the Clinic.

8. Non-Solicitation. The Parties recognize the special nature of the relationship existing, or which will exist, between the MPA and the APP(s), and that the recruitment and training of the APP(s) by the MPA is a costly and time-consuming endeavor. The School District agrees not to solicit, offer to hire or employ, employ, or hire any APP without prior written consent from the MPA during the Initial Term and for a period of two (2) years after the termination or expiration of this Agreement.

9. No Third-Party Beneficiaries. This Agreement shall not confer any benefits or rights upon any person other than the Parties, and no third party shall be entitled to enforce any obligation, responsibility, or claim of any Party to this Agreement.

10. Student Records. The MPA understands that the School District is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). For purposes of this Agreement, pursuant to FERPA, School District hereby designates the MPA as a school official with a legitimate educational interest in the educational records of the School District's Student(s)

to the extent that access to the records is required by the School District or MPA to carry out the terms of this Agreement. MPA shall not (a) Disclose "Education Records" (as defined at 20 U.S.C.A. 1232g) to any person or entity except (i) those that need to know the Confidential Student Educational Records for the purposes this Agreement and agree to be bound by the provisions of this Section; and (ii) in compliance with a lawfully issued subpoena or court order or (b) Use the Confidential Student Educational Records for any purpose other than the purposes this Agreement contemplates. Upon the written request by the School District, MPA must, within thirty (30) calendar days, return to the School District or destroy all Confidential Student Educational records. If MPA destroys the Confidential Student Educational Records, MPA must certify that it has done so in writing and deliver that certificate to School within thirty (30) calendar days of the School District's initial written request for the MPA to return or destroy all Confidential Student Records.

11. Protected Health Information. The Parties acknowledge that the MPA is a "Covered Entity" as defined under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and that information created, transmitted, received or maintained during the course of providing medical services at the Clinic as set forth in Section 4 shall be treated as "Protected Health Information" (as defined in 45 C.F.R. Section 164.501) ("PHI") by MPA. To the extent applicable, the Parties agree to comply with the Health Information Technology for Economic and Clinical Heath Act ("HITECH Act"), HIPAA and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162. The Parties agree not to use or further disclose any PHI or IIHI other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. If any of the individuals providing administrative or health care services for the School District accesses PHI, they shall abide by the policies and procedures of Clinic with respect to HIPAA and access of PHI and shall be considered a member of Clinic's "Workforce" as that term is defined at 45 C.F.R. 160.103. Such designation shall only apply with respect to HIPAA and access of PHI and shall not result in Clinic being deemed a joint employer of such individuals.

12. Intellectual Property. Neither Party shall be permitted to use logos or other trade/service marks of the other without prior approval of the other Party.

13. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered in person or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

MPA:

University of Kansas School of Medicine
Wichita Medical Practice Association
1010 N. Kansas St, Suite 3049
Wichita, Kansas 67214-3199
Attention: Aaron Ryan

School District: Haysville School District USD 261
1745 W. Grand
Haysville, KS 67060
Attention: John Burke, EdD, Superintendent

14. Entire Agreement. This instrument contains the entire agreement of the Parties and supersedes all prior or existing agreements, written or oral, between the Parties dealing with the subject matter hereof. This Agreement may only be modified or amended by written authorization of both Parties.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic transmission.

16. Independent Contractor. The School District and MPA agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one Party shall not be considered agents, representatives, or employees of the other Party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Neither Party has the authority to act on behalf of the other Party in any capacity except as specifically permitted in this Agreement.

17. Compliance with Law. MPA, its employees and agents agree to comply with all applicable local, state and federal laws and regulations governing the Clinic, its operation, and concerning its employees and volunteers. MPA agrees to obtain and maintain all necessary licenses in order to operate the Clinic.

18. Board Policy. MPA shall abide by all policies, rules and regulations of the School District, specifically, but not limited to, those regarding the use of School District property or facilities, and the conduct of persons in or on School District property or facilities, confidentiality of students, and the internet acceptable use policy, whether now or hereafter adopted.

19. Facilities Use. The use of the property or facilities will not, in any way, interfere with the operations of the School District or any of the programs or activities of the School District. The School District property, facilities or equivalent will be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them. Good order and discipline shall be maintained. If required for School District purposes, it is understood that the right is reserved by the School District to terminate this Agreement on short notice.

20. Additions, Alterations and Improvements. Other than set forth in this Agreement, no improvements, alterations, additions or structures will be constructed or placed upon School District Premises, property, or its facilities, unless expressly approved by the School District in writing.

All approved additions, alterations, changes, improvements, and repairs made by MPA shall be made at the sole cost and expense of MPA in a good and workmanlike manner and in accordance with all building laws and ordinances and other valid regulations, ordinances and laws then in force relating thereto. MPA shall ensure that all of MPA's contractors engaged in such work shall at all times maintain worker's compensation insurance and adequate public liability and property damage insurance.

21. Advertising. No signs, advertising, promotional or marketing materials shall be permanently placed or affixed on or at the School District Premises or any School District building or property until such plan or proposal is submitted to the School District and approved by it in writing, in its sole discretion. All signs, advertising, promotional or marketing materials shall be in compliance with School District policies, rules and regulations and applicable laws, and in the event such signs or materials violate such policies, rules, regulations or applicable laws, they shall be immediately removed, and this Agreement may be immediately terminated upon notice from the School District to the MPA.

22. Choice of Law. This Agreement shall be deemed to have been entered into in the State of Kansas, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.

23. Choice of Venue. All disputes arising under this Agreement shall be submitted to the Kansas State Court for the County of Sedgwick which shall have subject matter jurisdiction over the claim or controversy or to the United States District Court for the District of Kansas, sitting in Wichita, Kansas. The School District and MPA expressly consent to the exercise of personal jurisdiction by the Sedgwick County, Kansas State Court or by the United States District Court for the District of Kansas, sitting in Wichita, Kansas, and expressly consent to service of process by either certified mail or registered mail and waive any objections to venue.

24. Background Check. MPA agrees that MPA staff, agents and employees, who will be on school property or in regular contact with students, may be required to undergo a criminal history records check, the results of which will be furnished to the School District. MPA will remove any personnel or volunteers from the site upon the School District's request if the result of a criminal history records check is not accepted by the School District. The board can require removal of an individual from the Clinic if the results of the criminal history records check reveal that the employee has been convicted of any offenses specified in the law.

25. Mandatory Contract Provisions. The provisions found in the Contractual Provisions Attachment (Form DA 146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

~ Signature page to follow ~

1" = "1" "33307160v.3" "" 33307160v.3

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

HAYSVILLE SCHOOL DISTRICT
USD 261

By: _____

Paige Crum
Board of Education President

UNIVERSITY OF KANSAS SCHOOL OF MEDICINE-WICHITA
MEDICAL PRACTICE ASSOCIATION

By: _____

Brian Pate, MD
President

ACKNOWLDEGMENT:

University of Kansas School of Medicine-Wichita

By:_____
Garold Minns, MD , Dean

By:_____
Brian Pate, MD
Chair of Pediatrics

By:_____
Rachel Brown, MBBS
Chair of Psychiatry and Behavioral Sciences

1" = "1" "33307160v.3" "" 33307160v.3

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.