

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RFCSP-0209-OPCHC
On-Site Primary Care Health Clinic

Terms and Conditions

I. PROVISION OF PHYSICIAN

1.01 Provision of Physician. Vendor will furnish a physician (“Physician”) to provide the Medical Services (as defined herein) to the employees of the SBCISD and/or the dependents thereof. SBCISD will have the opportunity to interview all final physician candidates identified by Vendor and determine which physician will be acceptable to the SBCISD. SBCISD will also have the right to have Vendor remove a physician upon written notice, which notice will specify the time by which physician will be removed.

As used herein, the term “Medical Services” means, with respect to the SBCISD, the medical services with respect to which Vendor has agreed to furnish a physician pursuant to terms and conditions. The Medical Services with respect to which Vendor will agree to furnish a physician are listed on Exhibit A.

The SBCISD and Vendor may, at any time and from time to time, amend or supplement Exhibit A by written agreement.

1.02 Standards of Physician Performance.

Vendor will contract with the Physician such that the Physician is obligated to perform or deliver the following:

(a) The Physician will determine his or her own means and methods of providing Medical Services in connection with these terms and conditions. Referrals made for additional medical care will primarily utilize contracted health system network(s) outlined in the SBCISD health benefit plan.

(b) The Physician to comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians.

(c) The Physician to provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the community.

(d) The Physician to maintain, during the term of this Agreement, Appropriate Credentials including:

- 1) A duly issued and active and duly license to practice medicine in the State of Texas for the SBCISD’s location without limitation or restriction,
- 2) A good standing with his or her profession and state professional association,
- 3) The absence of any license restriction, revocation, or suspension.

- 4) The absence of any involuntary restriction placed on his or her federal DEA registration
- 5) The absence of any conviction of a felony.

(e) In the event that any Physician (1) has his or her license restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her profession and/or state, Vendor will promptly remove that Physician and replace such Physician with another Physician that meets the requirements of Section 1.02 (d).

(f) The Physician is contractually obligated through an agreement with Vendor to comply with the requirements of Section 1.02(c) with respect to licensing, certification, and good standing, as applicable, to any Health Professional, except as otherwise provided in Section 1.06 with respect to medical doctor interns and residents.

1.03 Scheduling of Services. Vendor will contract with the physician for the Physician to provide the Medical Services at the office of the SBCISD located at 2001 Utex Drive, San Benito, TX according to the following schedule:

Monday	8:00am-12:00pm and 1:00pm-5:00pm
Tuesday	1:00pm-7:00pm
Wednesday	8:00am-12:00pm and 1:00pm-5:00pm
Thursday	1:00pm-7:00pm
Friday	8:00am-1:00pm

1.04 Place of Services. The SBCISD will provide the Physician a facility that is located at such office of the SBCISD, which facility will be reasonably satisfactory, in the judgment of the Physician, for the provision of the Medical Services (See Exhibit E). In addition, the SBCISD will provide to the Physician a private office, which private office may be used by the Physician to maintain a desk and a small refrigerator for the storage of prescription drugs and to store drug samples, medical records, and prescription drugs; the private office will be reasonably satisfactory to the Physician, in the judgment of the Physician, and the private office will have a lock which permits the Physician to limit access to the private office. The current On-site clinic is located at 2001 Utex Drive, San Benito, Texas. If you wish to visit this location you must contact Janie Gonzalez, Risk Manager, at (956) 361-6185 to make an appointment.

1.05 Equipment and Supplies. The SBCISD will also provide the Clinic the necessary equipment and the supplies. The SBCISD will supply the quantity of such equipment and such supplies which the clinic requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and the SBCISD will provide such equipment and such supplies by such date.

1.06 Professional Liability Insurance. Vendor will contract with the Physician and nurse to maintain, throughout the term of his contract w/the on-site clinic, professional liability insurance in the minimum amount of \$100,000 per occurrence and \$300,000 in the aggregate with an insurance company reasonably satisfactory to Vendor. Vendor will provide SBCISD proof of professional liability insurance maintained by the physician. In addition, Vendor will provide SBCISD proof of Vendor's general comprehensive liability insurance coverage in at least the same amount and subject to the same general conditions and SBCISD will be included as an additional insured.

1.07 Responsibilities of Parties. The Physician will be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her in connection with his contract with the on-site clinic. Neither the SBCISD

nor Vendor will incur any liability for the actions or the omissions of the Physician and/or any agent or any employee used by the Physician in connection with these terms and conditions. Vendor agrees to indemnify and hold harmless SBCISD from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which SBCISD may incur in connection with Vendor's furnishing of Physicians, nurses or licensed physician assistant under this Agreement. However, such indemnification by Vendor will not be construed to mean malpractice insurance in any manner.

1.08 Other Licensed Health Professionals. The SBCISD agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Physician and/or replace the Physician during his or her regularly scheduled time at the Employer's place of business in the event of an emergency at the hospital or at the regular Physician's office. "Health Professional" shall mean a duly licensed registered nurse, medical doctor, doctor osteopathy and/or licensed physician's assistant. In this regard Section 1.07 shall apply in the same manner to the Health Professional as such section applies to the Physician. From time to time the Physician, upon consent of an employee of the Employer and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Physician for educational and teaching purposes. The same level of professional standards as set forth in Section 1.02 (d) shall apply as well to Health Professionals other than medical doctor, interns, and residents. Free First shall obtain a release from the Physician and any Health Professional, satisfactory to the SBCISD, indicating that the Physician or Health Professional will hold the SBCISD harmless for any injury sustained or illness contracted while performing services at the Employer's place of business. Any such assistance or temporary replacement will only occur with the approval of the SBCISD. A receptionist shall also be employed to assist the Physician.

1.09 Billing. Vendor will contract with the Physician that the Physician will not bill or otherwise solicit payment from employees of the SBCISD and/or their dependents, or from the SBCISD, or from the Employer's Benefit Plan Trust for the Medical Services provided by the Physician.

1.10 Medical Records. Vendor will contract with the Physician for the Physician to maintain medical records with respect to all of the patients, all of which medical records will be maintained in a professional manner consistent with the accepted practice of the community in which the Physician provides the Medical Services in connection with this Agreement; and the HIPAA privacy standards. All patient records maintained by the Physician in connection with this Agreement will be the sole property of the Physician, Patient and SBCISD.

The SBCISD understands that all of the medical records maintained by the Physician will be held by the Physician in strictest confidence and that the SBCISD have access to the medical records maintained by the Physician or Vendor. If however the SBCISD sponsors a self-funded employee medical plan, it may request patient information directly from Vendor provided that it certifies that such information may only be used to the extent and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the SBCISD only will use and disclose such Protected Health Information "PHI" for purposes related to health care treatment, payment for health care, and health care operations. Furthermore, access to PHI information may be given only to the SBCISD and authorized staff designated in writing to receive protected health information relating to payment under, health care operations of, or other matters pertaining to the self-funded employee benefit plan in the ordinary course of business in carrying out plan administration functions that the SBCISD performs as the plan sponsor for the plan.

1.11 Monthly Reports. Vendor will provide to the SBCISD, no later than the last day of the month immediately following the end of each quarter of the calendar year, a written report with respect to the provision by the Physician of the Medical Services during the immediately preceding calendar month. The written report will be in form reasonably satisfactory to each of the SBCISD and Vendor and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Physician during such immediately preceding calendar quarter, (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided.

1.12 Noncompliance by the Physician. In the event that the SBCISD becomes aware of any failure by the Physician to comply with the obligations of the Physician which are contemplated by this Agreement, the SBCISD will immediately provide written notice to Vendor of such failure, which written notice will describe the failure in reasonable detail, and Vendor will use its best efforts to address such failure. In the alternative, Vendor may arrange for the substitution of another person as the Physician. As provided in Section 1.01, SBCISD will have the right to require the immediate removal of the Physician by Vendor.

II. **COMPENSATION**

2.01 Monthly Fee. No later than the 10th day of each calendar month immediately following the receipt of the Vendor invoice, the SBCISD will pay to Vendor the amount as agreed by both parties, as stated on the Proposal Response Form, for furnishing the Physician and the other services provided under this Agreement during the immediately preceding calendar month. From time to time, based on the demand for services by SBCISD, additional time is required by Physician to handle the patient load of SBCISD. Should this additional time exceed four (4) or eight (8) hours in a given month, SBCISD agrees to pay Vendor for each additional half day or full day of services rendered by physician. Any additional hours beyond the four (4) or eight (8) hours in a given month will be with the approval of the SBCISD. Vendor will use reasonable efforts to notify SBCISD of the additional time as it is incurred and SBCISD will have the right to approve the additional expense.

The SBCISD will not be responsible for the compensation of the Physician for the provision of Medical services and other costs and expenses incurred by Vendor under these terms and conditions, except those items described on Exhibit B which SBCISD elects to purchase from Vendor.

2.02 Health Risk Assessments. Vendor will provide, at SBCISD's request, periodic Health Risk Assessments ("HRA") for its employees as part of an ongoing effort to promote overall wellness and lower overall healthcare costs. HRA's will be administered by Vendor and all individual results will be considered private and confidential in accordance with HIPPA privacy standards. Accordingly, only the employee and the Physician, if employee provides the appropriate release, will have access to the individual results. Vendor will provide to SBCISD an aggregate report of the HRA data and recommendations on how to improve the overall wellness and lower overall healthcare costs based on this data.

No later than the 10th day of each calendar month immediately following the receipt of the Vendor invoice, the SBCISD will pay to Vendor the amount as stated on the Proposal Response Form and agreed to by the SBCISD per HRA administered during the immediately preceding calendar month.

2.03 Additional Fees. The SBCISD will be responsible for medical supplies, equipment and other items that may be required by Vendor or the Physician to provide adequate Medical Services under this Agreement. The invoiced amount of such medical supplies,

equipment and other items will be Vendor's cost/plus for handling and carrying costs, and Vendor will provide documentation supporting Vendor's cost. No later than the 10th day of the calendar month immediately following the receipt of the Vendor invoice, the SBCISD will pay to Vendor the amount invoiced for medical supplies, equipment and other items purchased during the immediately preceding calendar month. Nothing contained in this section will preclude SBCISD from purchasing the medical supplies, equipment and other items directly from vendors.

2.04 Pharmacy Inventory, Replacement Costs and On-going Orders - The SBCISD will be responsible for on-going re-supply and all medications that are dispensed through the clinic. In addition SBCISD is responsible for the cost of all medications that are ordered through the clinic on behalf of their eligible participant. No later than the 10th day of the calendar month immediately following the receipt of the Vendor invoice, the SBCISD will pay to Vendor the amount invoiced for such supplies purchased during the immediately preceding calendar month.

III. TERM AND TERMINATION

3.01 Term. This Agreement will be for a term of three (3) years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement. Unless either the SBCISD or Vendor gives written notice of non-renewal to the other party at least ninety (90) calendar days prior to the end of the initial term or of any renewal term, this Agreement will not be automatically renewed for additional periods of one year each. But, the SBCISD will have the option to extend this contract for two one-year contracts.

3.02 Termination With or Without Cause. This Agreement may be terminated by either the SBCISD or Vendor, with or without cause, by providing the other party at least sixty (60) calendar days' prior written notice.

3.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement will not affect the obligation of the SBCISD to pay compensation to Vendor or pay for any outstanding invoice for the period prior to such expiration or termination and will not affect the obligation of Vendor to provide monthly reports for the period prior to the effective date of such expiration or such termination.

IV. MISCELLANEOUS

4.01 Notice. All notices and other communications permitted or required pursuant to this Agreement will be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.01. All notices and other communications will be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.01 will be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy will be deemed given at time of receipt.

4.02 Transferability. Except as provided in Section 4.07, SBCISD shall not assign or otherwise transfer this Agreement to a third party without the prior written consent of Vendor, which may be given or withheld by Vendor in its sole discretion.

4.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the SBCISD and Vendor with respect to the subject matter hereof and supersedes all prior agreements. This Agreement will not be amended or waived, in whole or in part, except in writing signed by both of the SBCISD and Vendor.

4.04 Governing Law. This Agreement will be governed by, and interpreted in accordance with, the internal laws of the State of Texas, without giving effect to its conflict of laws provisions. The parties irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Texas located in Hidalgo County Texas for any actions, suits or proceedings arising out of or relating to this Agreement (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons or notice by U.S. registered mail to its address set forth herein will be effective service or process for any action, suit or proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the State of Texas located in Hidalgo County, Texas.

4.05 Non-Disclosure. The SBCISD and Vendor will take all reasonable steps to insure that information with respect to the existence and the terms of this Agreement or with respect to the business of the SBCISD and Vendor acquired by virtue of the position of the other party under this Agreement will not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction will not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

4.06 Access to Books and Records. Both of Vendor and the Physician agree to provide access to their books and records to the other party, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized designee, to the extent required by S.S.A. 1861(b)(1)(I) and the regulations promulgated thereunder.

EXHIBIT A
SCOPE OF SERVICES

Services include but are not limited to the following:

- Sore throats/ears/headache
- Strains/sprains/musculoskeletal problems
- Non-specific abdominal pain
- Non-specific chest pain
- Cough
- Sinus
- Allergies/allergy injections
- Hormone injections
- Rashes
- Acute urinary complaints
- Personal hygiene related problems
- Acute injuries/Acute routine office procedures
- Work-related injuries
- Minor surgical procedures, such as sutures for laceration treatment
- Flu shots
- Ordinary and routine care of the nature of a visit to the doctor's office
- Pre-employment physicals
- Pre-employment drug testing
- Review of HRA results and consultation with employee as appropriate

EXHIBIT B

STANDARD CLINIC SUPPLIES
(not an exclusive list)

Appliances/Equipment/Furniture	Office Supplies	Office Supplies
Refrigerator	Color Code Alpha Labels	Waste Basket's
Desk (3)-employer	Color Code Yearly Labels	Antimicrobial soap
Computer (3)-employer	Brown Clipboards	Antimicrobial soap Dispenser
Printer-employer	Bulk 2 Hole Punch	Fire extinguisher
Fax Machine-employer	3 Hole Punch	Kleenex
Keys-employer	Bulletin Board (3)	Lysol Spray
Counter Height Cabinet-Lockable	File Folder Labels	Smoke alarm
Shredder	Paper Clips	Wall clock
Sign-in Sheets	Highlighters – 4 colors	White trash bags
Glove holders	Invisible Tape	Paper towels
Survey Cards Rx/Medical	Pens (page 1096)	Paper towel dispenser
Prescription Pads	Post-it Notes 3x3	Toilet Paper
Excuse slips	Standard Staples	Toilet paper Dispenser
Oxygen Tank (local supplier)	Stapler	Survey Box
Privacy Curtain	Tape Dispenser	Message Book
Waiting Room Chairs (6)-employer	Desk Calendar	Clothes Hook
Desk Chairs (3)- employer	Manila Folders	Magazine rack
Otoscope	Hanging Folders	Wall Files
B/P machine	Index Binders	Batteries AA
Pulse Oximeter	Staple Remover	Batteries AAA
Centrifuge	Desk Organizer	Push Pins
Scale-Adult	Moister Sort	Scissors
Scale- Babies	Letter Opener	Black Sharpie
Stethoscope	White out	Flash Light
Beds	Wrist Coil Key	Fire extinguisher sign
	Frames 8x10 (black)	Children's Books
	Magazines	12 shoe box organizer
	Yellow dividers	Cream Organizer
		Lunch Bags