

CLINIC SERVICES AGREEMENT

This Clinic Services Agreement (“Agreement”) is entered into as of June 19, 2019, by and between Planned Parenthood Los Angeles (“PPLA” or “Provider”), and the Los Angeles Unified School District (the “District”), a public school district organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017, as follows:

RECITALS

- A. Provider is organized to provide comprehensive reproductive health services, which it provides through clinics located throughout the County of Los Angeles.
- B. District is a California public school district that operates high schools throughout the County of Los Angeles (the “Schools”).
- C. Provider and District wish to enter into this Agreement for the purpose of setting forth each party’s obligations for the operation of School-based reproductive health clinics (the “Provider Clinics”) on the campuses of the Schools identified in Exhibit E, to this Agreement, incorporated herein. It is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the California Education Code and other laws of the State of California.

In furtherance of the foregoing purpose, Provider and District agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective on the Effective Date and continue in effect for five years until June 19, 2024.
- 2. **Clinics; Location.**
 - A. The Provider will establish and operate the Provider Clinics at the School in accordance with the terms of this Agreement and Cal. Health & Safety Code standards governing the operation of clinics in the State of California. It is the intent of the parties that the Provider Clinics shall initially be operated as “intermittent clinics” of Provider’s Main Clinic, within the meaning of Cal. Health & Safety Code 1206(h), which places a limit on the maximum number of hours per week that the Provider Clinics may be operated. The hours of operation of the Provider Clinics are set forth in further detail in Section 7 below. To the extent required by law, Provider shall retain professional and administrative responsibility for the Services (as defined below) rendered pursuant to this Agreement.
 - B. The location of the Provider Clinics and delivery of services shall be on the premises of the Schools. The District shall designate those facilities on the School campus that will house the Provider Clinics (the “Provider Clinics Space”), as set forth at Exhibit A (the “Service Delivery Application”. In addition, the particular location of the Provider Clinics on the School campus and schematics of the Provider Clinics are attached hereto as Exhibit A-1. The Provider Clinics shall have the use of the Provider Clinics Space and facilities during the hours of operation set forth in the Service Delivery Application,

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This Clinic Services Agreement (“Agreement”) is entered into as of July 1, 2018 (“Effective Date”) by and between Planned Parenthood Los Angeles (“PPLA” or “Provider”), and the Los Angeles Unified School District (the “District”), a public school district organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017, as follows:

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- A. Provider is organized to provide comprehensive reproductive health services, which it provides through clinics located throughout the County of Los Angeles.
- B. District is a California public school district that operates high schools throughout the County of Los Angeles (the “Schools”).
- C. Provider and District wish to enter into this Agreement for the purpose of setting forth each party’s obligations for the operation of School-based reproductive health clinics (the “Provider Clinics”) on the campuses of the Schools identified in **Exhibit E**, to this Agreement, incorporated herein. It is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the California Education Code and other laws of the State of California.

In furtherance of the foregoing purpose, Provider and District agree as follows:

1. **Term of Agreement.** This Agreement shall be effective on the Effective Date and continue in effect for five years until June 30, 2023.
2. **Clinics; Location.**)
 - A. The Provider will establish and operate the Provider Clinics at the School in accordance with the terms of this Agreement and Cal. Health & Safety Code standards governing the operation of clinics in the State of California. It is the intent of the parties that the Provider Clinics shall initially be operated as “intermittent clinics” of Provider’s Main Clinic, within the meaning of Cal. Health & Safety Code 1206(h), which places a limit on the maximum number of hours per week that the Provider Clinics may be operated. The hours of operation of the Provider Clinics are set forth in further detail in Section 7 below. To the extent required by law, Provider shall retain professional and administrative responsibility for the Services (as defined below) rendered pursuant to this Agreement.
 - B. The location of the Provider Clinics and delivery of services shall be on the premises of the Schools. The District shall designate those facilities on the School campus that will house the Provider Clinics (the “Provider Clinics Space”), as set forth at **Exhibit A** (the “Service Delivery Application”. In addition, the particular location of the Provider Clinics on the School campus and schematics of the Provider Clinics are attached hereto as **Exhibit A-1**. The Provider Clinics shall have the use of the Provider Clinics Space and facilities during the hours of operation set forth in the Service Delivery Application,

with such changes thereto as may be mutually agreed upon from time to time. Provider shall have use of Provider Clinics Space as described in this Agreement, which shall include applicable exam rooms and space at the nursing stations, at all times during Provider Clinics hours of operation. In addition, as applicable, District shall provide space for a laboratory pick-up box, as well as exclusive use of space at all times (including when the Provider Clinics are not open) for secured pharmacy and student medical records storage.

3. **Description of Services.** Provider shall furnish the reproductive health care and case management services as described in this Section (“Services”). The Services shall be provided in a manner that is linguistically appropriate and culturally sensitive to the community to be served. At a minimum, Services at Provider Clinics shall include the following:
 - A. Physical examinations relevant to the reproductive health system.
 - B. Diagnosis and treatment of illness associated with reproductive health including sexually transmitted diseases.
 - C. Prescription and/or dispensing of pharmaceuticals related to reproductive health, including contraceptives and antibiotics. Provider shall prescribe generic pharmaceuticals whenever possible and appropriate. District acknowledges and agrees that Provider’s ability to dispense pharmaceuticals on-site is subject to Provider obtaining applicable licenses and permits for the Provider Clinics.
 - D. Insertion of long acting reversible contraceptives (LARCS)
 - E. Laboratory services related to reproductive health.
 - F. Referrals for additional medical or other health care services where indicated.
 - G. Screening, informing & linkage to enrollment assistance regarding appropriate health access programs, including Family PACT (to the extent such program remains in effect).
 - H. Consultation and coordination with school health and human services as appropriate.
 - I. Walk-in services.
 - J. Same day appointments.
 - K. Outreach to difficult to reach populations (optional).

Provider may make referrals to other PPLA sites for services not offered at the Schools.

4. **Access to Services.** No student shall be turned away, barred or delayed in receiving services, based on a student’s payor status or ability to pay. Provider shall neither design nor deploy programs in such a manner as to exclude or disadvantage low-income or uninsured students nor to advantage students with third-party payers or other financial means.

To modify utilization patterns toward primary and preventive care, Provider shall work towards offering services in time frames and formats most conducive to the utilization of primary and preventive care by low-income students, subject to the restrictions of the applicable licenses and permits for the Provider Clinics. If the parties mutually agree to expand the scope of Services and/or hours of operation of the Provider Clinics such that separate or different licensure of the Provider Clinics is required, the parties will cooperate to facilitate Provider’s application and qualification for applicable licensure of the Provider Clinics to support such expanded operations.

5. **Informed Consent of Parents.** Provider and District acknowledge that reproductive health services are protected by law in California, and do not require parental consent, although students will be encouraged to involve their families as appropriate. Provider will obtain informed consent from students directly for Services in accordance with applicable law, including but not limited to Cal. Family Code Section 6924- 6929 and Cal. Bus. & Prof. Code Section 2397.
6. **Communication between Provider and School/District.** Regular meetings will be held between the Provider and the District staff to address any issues of concern in a timely manner. Provider and District agree and acknowledge that each has separate obligations and duties under the law to protect or disclose confidential student information obtained during Services such as information regarding physical or sexual abuse allegations, child neglect, drug/alcohol abuse, criminal activity in the home, and threats to self or others. Provider and District agree to share such information with one another only in accordance with applicable law.
7. **Hours of Service.** The parties wish to maintain Provider Clinics hours so as to maximize utilization of Provider's services, consistent with the limited hours of operation permitted for an intermittent clinic as described in Section 2 above. The initial hours of operation shall be according to the schedule set forth in **Exhibit A** to this Agreement, which may be amended upon mutual agreement of the parties. If Provider and District mutually agree to increase the hours of operation for the Provider Clinics such that separate or different licensure of the Provider Clinics is required, the parties will cooperate to facilitate Provider's application and qualification for applicable licensure of the Provider Clinics to support such expanded operations.
8. **Non-Discrimination in Services.** In performing Services under this Agreement, Provider shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age or payor status, or on any other basis prohibited by law. For the purposes of this Section 8, discrimination in the provision of Services may include, but is not limited to, the following:
 - A. denying any person any service or benefit of the availability of a facility;
 - B. providing any service, or benefit to any person which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others;
 - C. subjecting any person to segregation or separate treatment in any matter related to the receipt of any service;
 - D. restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and,
 - E. treating any person differently from others in determining enrollment quota, eligibility, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

Notwithstanding anything in the foregoing to the contrary, discrimination in the provision of

Services does not include limitations on services provided to a particular patient where contraindicated based on clinical protocols or diagnoses.

9. **Staffing.** In staffing the Provider Clinics, Provider shall adhere to applicable personnel standards as set forth in Title 22 of the California Code of Regulations (herein after referred to as "Title 22"), and all other appropriate and applicable standards.

A. All staff working at the Provider Clinics in the capacity of providers of Services to PPLA Clinics patients, including District employees working at Provider Clinics to provide Services to Provider patients pursuant to this Agreement ("Provider Clinic Personnel"), as compared to District staff working in the capacity of providers of services to patients that are not Provider patients (such staff working in such capacity, "District Clinic Personnel"), shall be deployed into a staffing configuration that allows for the supervision of such Provider Clinic Personnel by Provider as required by Title 22 and all other applicable regulatory requirements. Provider Clinic Personnel shall be employees, agents, volunteers or contractors of Provider and shall work under the clinical and administrative supervision of Provider when they are providing Services to Provider Clinics patients in the Provider Clinics. All Provider Clinic Personnel shall adhere to all of Provider's applicable policies and procedures, including professional staff credentialing for Provider Clinic Personnel providing patient care services.

B. Provider shall be solely responsible for staffing of the Provider Clinics for Services rendered pursuant to this Agreement. Provider shall ensure that Provider Clinic Personnel meet the following requirements:

B.1 Provider Clinic Personnel shall be linguistically and culturally competent.

B.2 Provider Clinic Personnel shall be adequately trained and prepared according to prevailing professional standards, and, to the extent applicable to the function of such Provider Clinic Personnel, licensed in good standing to practice in their respective professions in the State of California and credentialed in accordance with Provider's standard credentialing procedures.

C. Provider shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, volunteers, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Copies of current licenses, registrations and certifications shall be maintained in Provider personnel files, posted as required by applicable law, and made available for review upon request by the District or any person or agency authorized by law. The provisions of this section shall not apply to Provider Clinic Personnel who are also District Clinic Personnel. The District shall be responsible for the licensure of such dual staff; provided, however, that the District shall provide copies of applicable licenses, registrations and certifications to Provider as part of Provider's credentialing of such staff to provide services at the Provider Clinics.

- D. Provider will ensure that all Provider Clinic Personnel (including any who are also District Clinic Personnel) who are licensed staff are fully credentialed/certified via Provider's standard credentialing procedures as a clinic provider of the Services contemplated by this Agreement.
- E. Provider shall ensure that Provider Clinic Personnel regularly participate in appropriate continuing educational programs or activities to maintain their respective licenses, registrations, and certifications, as applicable. Evidence of participation in such programs shall be maintained in Provider personnel files and shall be made available for review upon request by the Director or any person or agency authorized by law. The provisions of this section shall not apply to Provider Clinic Personnel who are also District Clinic Personnel. The District shall be responsible for continuing education and licensure of such dual staff.
- F. Provider that its employees, subcontractors and agents providing Services to students and family members are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and family members, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within sixty (60) days prior to the onset of Service and provide certification every four (4) years thereafter as follows:
- The initial examination must consist of a risk assessment for tuberculosis by a health care provider and/or a Mantoux Skin Test or an Interferon-Gamma Release Assays Blood Test (not a chest X-ray unless required due to medical circumstances). Multiple puncture tests (Tine, Monovac, Sclavo, etc.) are not acceptable.
 - Provider's employees with documented positive skin tests must then have a chest X-ray and show proof of a negative chest X-ray. X-rays are permissible and required only for employees with a documented positive Mantoux skin test.
 - Provider's employees that are unable to take a Mantoux skin test or receive a chest X-ray due to medical circumstances must provide a signed statement (dated within sixty (60) days prior to the onset of Service) from a licensed health care provider stating that the employee is not at risk of spreading Tuberculosis to the greater population. (Signed statements must be recertified at the beginning of each school year.)
 - Continuing employees with negative risk assessment or skin tests must repeat the risk assessment and/or Mantoux Skin Tests every four (4) years.
 - Provider's employees with positive skin tests and normal chest X-rays must furnish written proof from a health provider every four

(4) years showing he/ she is free from active Tuberculosis.

The provisions of this section shall not apply to Provider Clinic Personnel who are also District Clinic Personnel. The District shall be responsible for the matters set forth herein with respect to such dual staff.

G. Student Safety:

1. For those employees of Provider not subject to the jurisdiction of the Medical Board of California, California Board of Registered Nursing, the Board of Behavioral Science Examiners of California, the California Board of Psychology or the Dental Board of California, Provider shall comply with the requirements of California Education Code Section 45125.1 concerning finger printing and perform the following acts:
 - Require all current and subsequent employees of Provider who may enter a school site during the time that students are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ").
 - Prohibit employees of Provider from coming into contact with students until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1.
 - Certify in writing to the District that neither Provider nor any of Provider's employees, who may enter a school site during the time that students are present, have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this Contract.
 - Provide a list of the names of Provider's employees who may have contact with students to the school principal, or other administrator who places the Order for Services leading to that contact. This list shall be updated for employee changes and shall list employees by appropriate school site (See Service Delivery Application, **Exhibit A**).
 - The District may require Provider and its employees, who may have contact with students, to submit to additional background checks at the District's sole and absolute discretion.

The provisions of this section G.1 shall not apply to Provider Clinic Personnel who are also District Clinic Personnel. The District shall be responsible for the matters set forth herein with respect to such dual staff.

2. If the Provider learns of any criminal history information regarding any staff that may indicate the employee would be a danger to students, Provider will immediately ensure that PPLA does not allow such employee to work at any school site.

H. As a condition of this Agreement, Provider and all employees agree to comply with the Los Angeles Unified School District Code of Conduct with Students which is attached hereto as **Exhibit F** and incorporated by reference hereto.

I. Provider certifies that Provider Clinic Personnel shall follow legal guidelines on reporting

child abuse/neglect, and that staff/trainees in contact with students meet District guidelines on reporting child abuse/neglect, follow District guidelines for follow-up where a student poses a threat to self or others and shall work with District to serve children identified with special needs to achieve appropriate accommodations or modifications in their educational programs.

- J. Provider shall arrange for a Medical Director for the Provider Clinics, to be compensated by Provider. Provider's Medical Director shall supervise the administration of all medical services provided at the Provider Clinics so as to meet all requirements relating to the provision of medical services in the State of California.
 - K. Provider shall, with District concurrence, appoint a Provider Clinics Administrator who shall be employee/agent of Provider to be compensated by the Provider and have responsibility for making decisions concerning clinic operations, including, but not limited to: staffing, patient care, customer service within his/her purview. Such Clinics Administrator may be, for example, a clinic manager, patient services manager, Chief Executive Officer, Chief Medical Officer, or Chief Operations Officer.
 - L. Provider warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder met the citizenship or alien status requirements contained in Federal statutes and regulations.
10. **Nondiscrimination in Employment.** Provider shall comply with applicable federal and California anti-discrimination laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. Provider shall employ or contract for services with only qualified applicants, and shall affirm that, in connection with all work performed under this Agreement, Provider shall not discriminate against any employee, contractor or applicant on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age, or on any other basis prohibited by law. In addition, Provider agrees to require like compliance by all Subcontractors employed on the work site.
11. **Conflict of Interest.** Provider represents that Provider has no existing financial interest and will not acquire any such interest, direct or indirect, which could reasonably be expected to conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Provider. Provider shall not conduct or solicit any non-District business while on District property.

Provider shall also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Provider warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or

influencing such person with respect to the conditions, or performance of any contracts with or orders from District including, without limitation, this Agreement. Any breach of this warranty shall be a material breach of this Agreement.

As a condition of this Agreement, Provider and all employees agree to comply with the Los Angeles Unified School District Contractor Code of Conduct which is attached hereto as **Exhibit C** and incorporated by reference hereto.

Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide District with all documents or other information reasonably necessary to enable District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

12. **Performance Standards**. The parties desire to maximize use of Services provided pursuant to this Agreement. In order to maximize such use, the parties agree to meet the service goals listed in **Exhibit D**

13. **Quality Assurance/Quality Improvement**.

A. Provider shall cooperate in active and effective quality assurance functions, to assure that necessary and appropriate services are provided in a timely manner to students seeking Services at the Provider Clinics and that such Services are reflected in the student's medical record with appropriate and complete documentation.

B. Provider shall at all times demonstrate expertise in and a commitment to assessing and improving the quality of Services. Provider agrees to cooperate with District to objectively monitor and evaluate Services provided by Provider. District may from time to time conduct student satisfaction and quality assessment studies to ensure the consistency and integrity of the results of the studies in comparing them with other facilities and best practices. Each of Provider and District may from time to time conduct student satisfaction and quality assessment studies, and agrees to share the de-identified results of such studies with the other party.

C. Provider shall investigate and respond appropriately to all quality issues, and shall work with District to resolve any quality and accessibility issues related to Services. As soon as reasonably possible, Provider shall remedy any condition at the facilities related to the care of students, which has been reasonably determined by the District or by any governmental agency to be unsatisfactory. Provider and the District shall work together to continuously improve the care and service provided to students and to resolve problems related to the provision of services.

D. Provider agrees to review the practice patterns of Provider Clinic Personnel. Provider agrees to use its best efforts to correct any problems that are identified by or to Provider with the performance of Provider Clinic Personnel providing patient care services in the Provider Clinics, and will report any material self-identified problems, and any issues

- d. appropriate supervision, orientation, and training of staff (including those in a volunteer capacity), in accordance with applicable Title 22 provisions; and,
- e. adherence to Title 22 regulations related to provision of health care.

G. Complaint and Conflict Resolution involving student and/or his/her parent/guardian

G.1 Complaints: Provider shall use its best efforts to render Services and interact with students in a manner that facilitates student satisfaction. If Provider is unable to resolve a complaint received from a student and/or his/her parent/guardian to his or her satisfaction, Provider shall notify such complainant that he or she may contact the Provider Clinics Administrator to pursue the complaint further. Provider shall cooperate with District in identifying, processing and resolving all complaints regardless whether written or oral. Complaints identified by District shall be handled in a reciprocal manner with the Provider. District personnel will first attempt to resolve the complaint to the satisfaction of the complainant. District personnel will notify the Provider Clinics Administrator of these efforts, and if satisfaction is not achieved, shall inform the Director to further engage in the next level of problem resolution.

G.2. Conflicts: Should any problems or conflicts arise in the course of the delivery of Services, it is understood that the Director and/or authorized representative of District will work with the parties in conflict to accomplish an effective resolution through mediation.

G.3 Provider shall comply with all federal, state, and local statutes, laws, regulations, and ordinances relating to the handling of patient complaints and notifying patients of their rights when they have a complaint.

H. Evaluation. Provider shall cooperate, subject to any limitations of the Privacy Laws, in such evaluations or assessments of the Provider Clinics as the District may institute during the term of this Agreement. The District shall coordinate such evaluations and assessments to prevent unnecessary duplication of data collection.

Provider acknowledges that the presentation or services may be evaluated by all parties, the Director, the District's Program Evaluation and Research Branch (PE&RB) or any other District offices or schools and understands that the results of the evaluation may be made available to the Provider upon request. The Provider agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

Provider may utilize evaluation data and/or collect additional data for research studies, publication and scholarly pursuits subject to the District's established procedures for research and evaluation. The District shall not unreasonably withhold consent for such activities. Prior to publication, both parties agree to mutually review all reports derived from project data.

cited by external government agencies, to the District subject to any limitations of applicable federal and state laws and regulations regarding the privacy and confidentiality of patient health information and/or employee records (collectively, the "Privacy Laws"), including, without limitation, the privacy requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Provider will comply with the Quality Assurance plan agreed upon between the Provider and the District.

E. Provider and District shall take corrective action in any deficiencies identified through site reviews by District, Federal, State or Local agencies. Corrective action shall be accomplished within sixty (60) calendar days, except that, if the deficiencies compromise the quality of care delivered under this Agreement, District may suspend this Agreement.

F. Auditing.

F.1 District shall have the right to review project documents and work in progress and to audit financial and other records to the extent pertaining to the performance of Services under this Agreement, whether such records were prepared by Provider, its subcontractors or anyone else associated with the provision of Services, subject to any limitations of the Privacy Laws. All such inspections and reviews shall be conducted following at least a 5 calendar days written or facsimile notice by District to Provider, or sooner if Provider agrees, during Provider's normal hours of operation, in a manner that shall not interfere with the provision of care. District's right shall also include access at reasonable times to Provider's office and facilities at the Provider Clinics for the purpose of interviewing employees and inspecting and copying of such books, records, accounts and other material (subject to any limitations of the Privacy Laws) to the extent relevant to a matter under investigation. Each party agrees to maintain its records related to this Agreement for a period of seven (7) years following the termination of this Agreement, and, to the extent provided by law, District shall make available, upon written request of the Secretary of the United States Department of Health and Human Services or upon request of the Controller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by District under this Agreement.

F.2 In addition to District audits, such records may also be inspected by any government agency having authority over the Provider Clinics, subject to any limitations of the Privacy Laws.

F.3 Auditing activities may include, but not be limited to, inspection or review for:

- a. adherence to eligibility determination procedures;
- b. verification of student encounters and accuracy of applicable billing;
- c. provision of appropriate care;

14. **Subcontracting.** Provider shall not arrange for the provision of Services from non-Provider Clinic Personnel without prior written approval by the District. Upon approval of any such arrangement by the District, Provider shall ensure that such subcontractors comply with all applicable terms of this Agreement.
15. **Community Participation.** Provider shall work with various _____ community programs (ie. in connection with the Services provided at the Provider Clinics, for example; student leadership/advisory boards, parent centers. (Optional)
16. **Space, Furnishings and Equipment.** District shall be responsible for providing the physical space to be occupied by Provider in operation of the Provider Clinics, which space shall comply with all legal requirements, and which is described in **Exhibit A** and **Exhibit A-1**. Provider shall be responsible for medical equipment and supplies. Each Party shall retain ownership of any furniture and equipment it provides or which is purchased with the respective Party's funds. District shall be responsible for providing utilities and for the maintenance and repair of the physical premises of the Clinics (including the portions consisting of the Provider Clinics); provided, however that each party shall be responsible for the maintenance of their own furnishings and equipment. Provider shall develop and maintain an inventory of all furnishings and equipment purchased with District funds. The Provider shall retain the record of each piece of equipment or furnishing for a period of 5 years or until the date at which the piece of equipment becomes obsolete, whichever is later. Such records are to be made available, within 10 number of days of District's request, for review by the District.
17. **Bio-hazardous Waste.** Provider shall handle and dispose of its infectious and bio-hazardous waste in accordance with applicable policies, procedures laws and/or regulations. As applicable, Provider may use bio-hazardous waste procedures already in place at School clinic.
18. **Public Health Reporting Requirements.** Provider shall comply with all applicable reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.
19. **Public Announcements and Literature.** In public announcements and literature distributed by Provider for the purpose of advising students and the general public of its health services at the Provider Clinics, such message shall indicate that Services provided under this Agreement are partially funded by the Los Angeles Unified School District. Notwithstanding the foregoing, Provider shall use its own forms and literature identifying the Provider Clinics as an operation of Provider, and the parties shall cooperate to facilitate the location of appropriate signage for the Provider Clinics.
20. **Insurance.** Provider shall present District with, an original certificate of insurance, evidencing insurance coverage for general liability, Worker's Compensation, medical malpractice, and sexual misconduct and molestation liability to meet the minimum District limits for professional liability coverage.

Provider's medical malpractice coverage shall, at a minimum, provide for limits of \$1,000,000/3,000,000 per claim/aggregate, and Provider's general liability coverage (inclusive of umbrella coverage) shall, at a minimum, provide for limits of \$1,000,000/3,000,000 per occurrence/aggregate. Provider's sexual misconduct and molestation liability coverage shall, at a minimum, provide for limits of \$1,000,000/1,000,000 per occurrence/aggregate. Provider shall maintain the foregoing insurance, naming District as an additional insured on the general liability, medical malpractice and sexual misconduct and molestation liability coverages in effect at all times during the term of this Agreement and shall provide the District with certified policy endorsements specifying that the District will be notified at least twenty (20) days prior to cancellation, non-renewal or material change of policy. Notwithstanding the foregoing, District warrants that it is self-insured for all such types of liability with reserves in excess of \$5,000,000 and agrees to provide at least twenty (20) days notice to Provider in the event District no longer maintains reserves in excess of \$5,000,000.

21. **Liability.** Provider shall defend, indemnify and hold harmless District, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with property owned by and/or services rendered by Provider, its officers, agents or employees, including all negligence and medical negligence of Provider Clinic Personnel (but excluding that of District Clinic Personnel), under this Agreement.

District shall defend, indemnify and hold harmless Provider, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with property owned by and/or services rendered by District, its officers, agents or employees, excluding District employees who are working at the Provider Clinics as Provider Clinic Personnel, under this Agreement.

22. **Independent Contractor.** In the performance of the work, duties and obligations devolving under this Agreement, it is mutually understood and agreed that Provider and District are at all times acting and performing as independent contractors with respect to one another. Nothing in this Agreement is intended nor shall be construed to create between the parties hereto an employer/employee or a joint venture relationship.
23. **Charges for Clinics Services.** No student at the School otherwise eligible for Services shall be denied Services due to inability to pay for same. Where some form of private insurance or comparable government benefit covers a recipient of Services, Provider shall be responsible for completing and processing such documentation necessary to obtain payment from such third party payor sources, as long as Provider contracts with such entities. Provider will make a good faith effort to recover payments for services from insurance or comparable government benefits. Provider is responsible for maintaining records concerning all third party payments and making such records available for review by the District upon reasonable request. It is assumed by both parties that most students will be eligible for State assistance through the FPACT program (as it is currently constituted), and Provider will use commercially reasonable efforts to enroll eligible students in that program.
24. **Financial Responsibility and Support.** The parties intend to operate the PPLPA Clinics

with funds obtained through grants, donations and reimbursements as described in Section 23 of this Agreement. Provider and District will, both individually and jointly, use good faith efforts to pursue all available funding sources to attempt to maximize the Provider Clinics' ability to provide adequate facilities and services. Provider and District will inform each other in advance of such fund raising efforts specific to the Provider Clinics, including donation solicitations and grant applications, so as to permit coordination, and avoid duplication of efforts.

At the conclusion of Provider's Services under this Agreement (as the same may be renewed or extended), Provider shall remit to District the unspent balance of donations/grants actually received by Provider which were received solely on condition that it/they be used for the Provider Clinics, except to the extent that any grant source requires any remaining balance to be remitted in a different manner. It is understood by both parties that any income Provider derives from billing third party sources shall be the sole property of Provider, and the Provider has discretion to reinvest any income over expenses into reproductive health services through a variety of means (e.g., services at the Provider Clinics, community benefit and other programs

25. **Reports and Records.**

A. **Services Rendered.** Provider shall maintain complete and accurate student encounter records including, but not limited to: name, sex, birth date, address, Social Security number and third party coverage as applicable; and medical records on all care delivered by Provider, in accordance with the standards for clinic operation set forth at Titles 17 and 22, California Code of Regulations and other applicable law. Provider shall retain such records for the period required by law, but in any event, no less than seven (7) years from the date of their making, or until Federal, State and/or Local audit findings applicable to such services are resolved, whichever is later. Medical records developed and maintained at the Provider Clinics shall be the property of Provider. Provider shall be the custodian of records for purposes of service of legal process relative to such records. District shall provide suitable locked and secured storage cabinets in the Provider Clinics for Provider to store Provider Clinics patient records; the Provider Clinics Personnel shall be solely authorized to have access to the patient records.

B. **Data Management Information Reports.** Provider will submit management information reports to the Organization Facilitator or designated Student Health and Human Services staff on a monthly basis, before the last day of the next calendar month (e.g., before March 31st for February's data report). Such reports are used by the District for such responsibilities as: determining if accountabilities are being met; developing aggregate reports for funders; preparing for public testimony on development of policy relating to school-based Wellness Centers; reporting on such areas as public access to health care; and engaging new funders in the partnership. Only de-identified and aggregate data shall be included in such reports; no individual's data, be it identifiable or not, shall be presented in such reports.

C. **Financial Records.** Provider shall maintain accurate and complete financial (including billing and eligibility) records of its operations as they relate to its services under this

Agreement in accordance with generally accepted accounting principles.

- D. **Employment Records.** Provider shall maintain accurate and complete employment records relating to Provider Clinic Personnel providing the Services. Provider shall maintain on file for a period extending to at least five (5) years after the expiration or termination of this Agreement all receipts, payroll records, books and other records which substantiate invoices submitted to District under this Agreement and will make such receipts, books and records available for audit on request of District, subject to any limitations of the Privacy Laws, and subject further to the procedures set forth in Section 13.F.
- E. **Audit Reports.** In the event that federal, state or local representatives conduct an audit/compliance review of Provider's operations at the Provider Clinics, Provider shall file a copy of such audit with District within ten (10) calendar days of receipt of audit report.
26. **Confidentiality of Records.** Provider and District recognize that student medical records maintained by the parties are confidential pursuant to applicable Privacy Laws. Provider shall be solely responsible for maintaining legal requirements for patient confidentiality with respect to student medical records, and shall not disclose such information except as authorized by law. Provider, and all Provider Clinic Personnel, shall comply with and recognize all confidentiality and non-disclosure requirements that apply to the Provider Clinics, including the requirements of the Privacy Laws and to comply with all policies, requirements and safeguards adopted by Provider relating to access, use and disclosure of protected health information (as defined by the HIPAA regulations). Such confidentiality and non-disclosure requirements supersede any obligation of Provider set forth in this Agreement to disclose protected health information to District to the extent inconsistent with the Privacy Laws. District agrees that to the extent that District accesses or obtains any protected health information relating to patients of the Provider Clinics (including, without limitation, in connection with the audit and inspection provisions hereof or in connection with the provision of services to patients by District Clinics Personnel), District shall comply with the applicable requirements of the Privacy Laws with respect thereto.
27. **Compliance with Governmental Requirements.** Provider and District shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force pertaining to the operation of the Provider Clinics; provided, however that District shall be responsible for compliance with all codes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force pertaining to the physical plant of the Provider Clinics. The parties agree that in the event new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements.
28. **Delegation and Assignment.** Provider shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the District. Any delegation or assignment made without such consent shall be null and void.

29. **Termination.** Either party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party, except that if the Agreement is terminated for cause, the party allegedly in breach shall have twenty (20) days to cure the breach to the satisfaction of the party giving notice of termination. The termination for cause, as used in the preceding sentence, shall include but not be limited to a material failure to meet performance standards as outlined in **Exhibit D**, or the absence of adequate operating funds from those sources identified in this Agreement.

30. **Notice.** Any notice, request, demand, or other communication required or permitted to be given hereunder shall be either delivered in person or sent in the United States Postal Service, registered or certified mail return receipt request, addressed as follows:

If to District: Ron Tanimura, Ed.D
 Director
 Student Medical Services
 and Medi-Cal Programs
 Los Angeles Unified School District
 333 S. Beaudry Avenue, 29th Floor
 Los Angeles, CA 90017

If to Provider: Planned Parenthood Los Angeles
 400 W. 30th Street
 Los Angeles, CA 9007
 Attention: Chief Operating Officer

32. **Entire Agreement.** This executed Agreement constitutes the full and complete expression rights and obligations of the parties set forth in this Agreement and attached Exhibits of this Agreement and supersedes all other Agreements, written or oral, heretofore made by the parties.

33. **Amendments.** This Agreement may be modified or amended only by a written instrument executed by both parties hereto.

34. **Billing.** Provider shall have the exclusive right to: 1) billing for reproductive health Services rendered to students in the Provider Clinics; 2) collecting accounts receivable generated by billings for Services; and 3) receiving payments for Services from federal health benefits programs, including but not limited to Medi-Cal, CHAMPUS and Tricare, health plans, insurance companies, third-party payors, carriers and intermediaries; and taking possession of any cash, notes, checks, money orders, insurance payments and other instruments received in payments of the accounts receivable. The parties hereto agree that Provider shall have the sole right to perform, or arrange for the performance of, billing and collection functions and to collect accounts receivable related to all Services provided at Provider Clinics. District further acknowledges and agrees that District shall not, directly or indirectly, bill or request payment from any party relating to Provider Clinics reproductive or other related health Services. In the event that District receives any amounts related to Services or otherwise required to be paid to Provider, District shall promptly remit said amounts to Provider.

35. **Debarment, Suspension or Ineligibility for award.** By signing this Agreement, both parties hereto certify that:

- A. The Provider and the District (as to any and all Provider Clinic Personnel employed or retained by District) are **not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- B. Have **not**, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

36. **Confidentiality of Agreement**

- A. All communications and information obtained by Provider from District relating to this Agreement, and all information developed by Provider under this Agreement, are confidential. Except as provided in Subsection C, without the prior written consent of an authorized representative of District, Provider shall neither divulge to, nor discuss with, any third party information related to Services provided hereunder except as required by law. Prior to any disclosure of such matters, whether required by law or otherwise, Provider shall inform District, in writing, of the nature and reasons for such disclosure. Provider shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.
- B. At the termination or expiration of this Agreement, Provider shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Provider may retain copies of such materials.
- C. Provider may disclose to any Subcontractor, or District approved third parties, any information that is reasonably required for the performance of the Subcontractor's work. Prior to any such disclosure, Provider shall obtain the Subcontractor's written agreement to the confidentiality requirements herein and shall provide a copy of such agreement to District.
- D. Provider represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information that relates to this Agreement without the prior written approval of District.
- E. Provider's obligation under this Section 36 shall survive termination or expiration of this Agreement.

37. **Governing Laws, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

38. **Severability**. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
39. **Captions**. Any captions to or headings of the articles or sections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
40. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
41. **Waiver of Provisions**. Any waiver of any of the terms and conditions hereof must be in writing, and signed by each of the parties hereto. A waiver of any term or condition of this Agreement in any single instance shall not be construed, unless expressly so provided in such waiver, as a waiver of such term or condition in any other circumstance nor as a waiver of any other term or and condition hereof.
42. **Gender and Number**. Whenever the context hereof requires the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
43. **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from Acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
44. **Binding Effect**. This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors, and assigns.
45. **Representations**. Each of the parties hereto acknowledges and agrees that (i) no representation or promise not expressly contained in this Agreement has been made by the other party or by any agent, employee, representative or attorney for such party; and (ii) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, express or implied, other than as are specifically and expressly set forth herein.

46. **No Third Party Liability.** Except as otherwise provided by law or as specifically agreed by any person against whom a claim for payment may be asserted, the obligations of Provider hereunder shall be solely those of Provider, and shall not be deemed or construed to create any obligation or liability on the part of any director, officer, shareholder or employee of Provider, any other individual or any other entity or organization, regardless of any pre-existing relationship between such individual, corporation, entity or organization and Provider or the authority exercised by or delegated to such other person or party.

48. **Miscellaneous**

A. Health/Medical.

At District's expense, District shall ensure that within 30 days of the effective date of this Agreement, all District staff providing services under this Agreement shall have completed and successfully passed a physical health examination that includes at a minimum: Medical history evaluation, physical examination, signed by the appropriately licensed provider performing the examination, who shall verify that the employee is able to perform his/her assigned duties, and has passed screening for tuberculosis and hepatitis if not done so previously. Provider assures that its' employees, subcontractors, and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within sixty (60) days prior to the onset of service and provide certification at least once every four years thereafter. Contractor shall complete and submit to the Organization Facilitator, as part of **Exhibit A** (Service Delivery Application) which includes a District form appropriate for this purpose.

B. Licensure and Photo Identity.

Within 10 (ten) business days of the effective date of this Agreement, and in any event, before the first date of service to Provider, District shall submit to Provider, copies of all relevant licenses, certifications, permits, photo identification, and other documentation reasonably required by Provider as proof of clinician provider's identity, and qualifications to perform this Agreement. Acceptable means of photo identification include: a driver's license or identification card issued by a State of the United States, and/or a U.S. passport. District will have a continuing obligation to inform Provider of all denials, expirations, revocations, disciplinary, administrative and/or any other restrictions and/or revocations regarding the licensure or photo identity of its clinician providers, as soon as possible, and in any event no later than 48 hours of notice to the District.

49. **Authority.** Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

IN WITNESS HEROF, THE PARTIES HERTO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE EFFECTIVE DATE.

DISTRICT:

LOS ANGELES UNIFIED SCHOOL DISTRICT

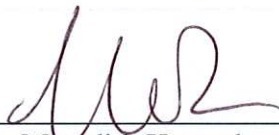
Student Health and Human Services

Dated: 6/19/2019

By: 
Name: PIA ESCUDERO
Title: EXECUTIVE DIRECTOR

Office of General Counsel

Dated: 06/13/19

By: 
Name: Meredith Karasch *Grace New.*
Title: General Counsel

PROVIDER:

PLANNED PARENTHOOD LOS ANGELES

Dated: 3/20/19

By: 
Name: Sue Dunlap
Title: President/CEO

**FIRST AMENDMENT TO
CLINIC SERVICES AGREEMENT**

This First Amendment to Affiliation Agreement (this "Amendment"), is entered into as of 9/23/19, 2019 (the "Effective Date"), by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a public school district organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), and PLANNED PARENTHOOD LOS ANGELES, a California nonprofit public benefit corporation ("PPLA").

RECITALS

A. WHEREAS, the District and PPLA have entered into that certain Clinic Services Agreement, dated as of June 19, 2019 (the "Agreement"), pursuant to which PPLA operates Provider Clinics at certain of the District's School campuses. Capitalized terms used herein without definition have the respective meanings given to such terms in the Agreement.

B. WHEREAS, PPLA and the District desire to amend the Agreement to add Provider Clinics at additional School locations, as more particularly provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. New Provider Clinic Locations. Exhibit E to the Agreement is hereby deleted in its entirety and replaced with Exhibit E attached hereto.

2. Miscellaneous.

a. Except as amended hereby, the Agreement remains unmodified and in full force and effect and is hereby ratified and confirmed by the parties hereto.

b. The Agreement, as modified by this Amendment, constitutes the complete understanding of the District and PPLA regarding the subject matter of the Agreement, and it supersedes all prior understandings and agreements between the parties, whether written or oral.

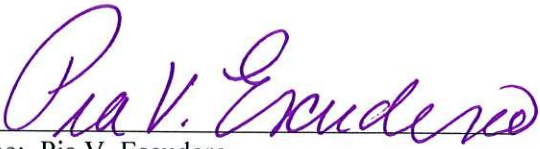
c. This Amendment may be executed by the parties in multiple counterparts, and by the respective parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[Signatures on following page]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed effective as of the Effective Date.


LOS ANGELES UNIFIED SCHOOL DISTRICT

Student Health and Human Services

Dated: 9/23/19 By: 
Name: Pia V. Escudero
Title: Executive Director

Approved as to form;

Office of General Counsel

Dated: 9/23/19 By: 
Name: Sharon Thomas
Title: Associate General Counsel
Office of the General Counsel

PLANNED PARENTHOOD LOS ANGELES


Dated: 9/17/19 By: 
Name: Sue Dunlap
Title: President/CEO

EXHIBIT E
THE SCHOOLS

1. Roosevelt High School
456 South Matthews St.
Los Angeles, CA
2. Hollywood High School
1521 N Highland Ave
Los Angeles, CA 90028
3. West Adams Preparatory High School
1500 W. Washington Blvd.
Los Angeles CA 90007
4. Esteban Torres High School
4211 Dozier St.
Los Angeles, CA 90063
5. South Gate High School
3351 Firestone Blvd.
South Gate, CA 90280
6. South East High School
2720 Tweedy Blvd.
South Gate, CA 90280
7. Bell High School
4328 Bell Ave.
Bell, CA 90201