# CLINIC SERVICES AGREEMENT

This Clinic Services Agreement (this "Agreement"), dated as of July____, 2022 (the "Effective Date"), is entered into by and between PLANNED PARENTHOOD LOS ANGELES ("PPLA" or "Provider"), a California non-profit public benefit corporation, and the Norwalk-La Mirada 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.

## RECITALS

A. WHEREAS, Provider is an organization devoted principally to the provision of reproductive healthcare services, which it provides through health centers located throughout the County of Los Angeles.

B. WHEREAS, District is a California public school district that operates high schools throughout the County of Los Angeles.

C. WHEREAS, Provider and District wish to enter into this Agreement for the purpose of setting forth each party's obligations for the operation by Provider of school-based reproductive health clinics (the "Provider Clinics") on the campuses of the District's high schools identified on Exhibit A attached to this Agreement (the "Schools").

## 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 agree as follows:

1. **Provider Clinics Space**.

a. The Provider Clinics shall be located on the premises of the Schools and shall consist of such facilities as the District and Provider may mutually agree (the "Provider Clinics Space").

b. District hereby grants Provider the exclusive right to use and occupy the Provider Clinics Space during the term of the Agreement. In addition, District shall provide the following to Provider with respect to the Provider Clinics Space, at District's cost and expense:

i. Access to the Provider Clinics Space at all times during the hours of operation of the Provider Clinics set forth herein.

ii. Utilities servicing the Provider Clinics Space, including wi-fi internet access, user id and login for the Provider Clinic Personnel (as defined below).

iii. Janitorial and security.

iv. Access to bathroom facilities on campus at the Schools for use by Provider Clinic Personnel and Provider's patients.

v. Space for a laboratory specimen pickup box.

In addition, at Provider's request, District will reasonably cooperate with Provider regarding the following:

i. Training regarding the District's safety and security protocols and procedures for occupants of the Schools.

ii. The installation of equipment by Provider to facilitate the integrated/networked use of Provider's EHR system at the Provider Clinics.

iii. Subject to applicable District policies and procedures, facilitating access to the Provider Clinics by Provider's third-party vendors in connection with Provider's operation of the Provider Clinics (e.g., for the delivery of pharmaceuticals and the pickup of laboratory specimens and medical waste).

c. Provider shall have the right to furnish the interior of the Provider Clinics Space for Provider's use as a health center, subject to the District's approval, which shall not be unreasonably withheld conditioned or delayed.

d. Throughout the term of this Agreement, District shall, at its cost and expense, maintain the physical plant of the Provider Clinics Space in accordance with all applicable laws, codes, regulations, commensurate with a public-school facility.

2. **Provider Clinics Operations; Services.**

a. Provider shall operate the Provider Clinics in accordance with the terms of this Agreement and all applicable laws. Provider shall retain professional and administrative responsibility for the operation of the Provider Clinics and the Services (as defined below) rendered pursuant to this Agreement. Provider shall furnish the following reproductive health care and case management services at the Provider Clinics (the "Services"):

i. Physical examinations relevant to the reproductive health system.

ii. Diagnosis and treatment of illness associated with reproductive health, including sexually transmitted diseases.

iii. Prescription and/or dispensing of pharmaceuticals related to reproductive health, including contraceptives and antibiotics.

iv. Insertion of non-surgical long-acting reversible contraceptives (LARCS), including, without limitation, IUDs.

v. Laboratory services related to reproductive health.

vi. Referrals for additional medical or other health care services where indicated. Provider may make referrals to other health centers operated by Provider for services not offered at the Schools.

vii. Screening, informing & linkage to enrollment assistance regarding appropriate health access programs, including Family PACT (to the extent such program remains in effect).

viii. Consultation and coordination with school health and human services as appropriate.

ix. Walk-in services.

b. The Parties acknowledge that the Provider Clinics Space has not yet been furnished as necessary to commence the Services set forth in this Agreement. The Parties agree that Provider will commence providing the Services pursuant to this Agreement on a date to be mutually determined by the Parties.

3. **Parental Consent and Notification**. Provider and District acknowledge that under California law minors have the right to consent to reproductive health services without parental consent or notification. Provider will encourage Students to involve their families in decision making regarding the Services, as appropriate. Provider will obtain informed consent from Students for the Services in accordance with applicable law, including but not limited to Cal. Family Code Section 6924- 6929 and Cal. Bus. & Prof. Code Section 2397.

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. It is the expectation of the parties that most Students will be eligible for benefits under California's Family Planning, Access, Care, and Treatment (FPACT) program, as it is currently constituted, and Provider will use commercially reasonable efforts to enroll eligible students in that program

5. **Non-Discrimination in Services**. Provider shall deliver the Services in a manner that is linguistically appropriate and culturally sensitive to the community to be served. In providing Services to Students 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, payor status, or on any other basis prohibited by law. 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.

6. **Hours of Operation**. The initial hours of operation shall be in coordination with the school site, which may be updated from time to time upon mutual agreement of the parties.

7. **Staffing**.

a. All staff working at the Provider Clinics in the capacity of providers of Services to PPLA Clinics patients ("Provider 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 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. Provider shall ensure that Provider Clinic Personnel are linguistically and culturally competent.

c. Provider shall appoint a Medical Director to supervise the administration of all clinical Services provided at the Provider Clinics in accordance with applicable law and the requirements of Provider's accrediting organizations. In addition, Provider shall appoint a Clinics Administrator who shall have responsibility for making decisions concerning clinic operations, including, but not limited to staffing, patient care, customer service.

d. 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. Provider shall ensure that all of its staff 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's 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.

e. Provider shall ensure that its staff providing Services to Students are adequately screened so as to prevent the staffing of personnel who may pose a threat to the health of Students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within sixty (60) days prior to commencing Services at the School and provide certification every four (4) years thereafter.

f. Provider shall comply with the requirements of California Education Code Section 45125.01. Provider shall require all employees of Provider who may enter a school site during the time that students are present to undergo electronic fingerprinting in a manner authorized by the California Department of Justice (the "CDOJ") to be completed

by the District. District and Provider shall 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, a sex offense as defined in California Education Code Section 44010, or a drug offense as defined in California Education Code Section 44011. If District or Provider subsequently learn that an employee has been convicted of a felony as defined in California Education Code Section 45122.1, a sex offense as defined in California Education Code Section 44010, or a drug offense as defined in California Education Code Section 44011, District or Provider will immediately prohibit such employee from working at a School site. Provider shall provide a list of the names of Provider's employees who may have contact with students to the School principal and shall update such list from time to time for employee changes.

g. Provider and its staff shall comply with the District's code of conduct policies and procedures, provided that copies thereof have been made available to Provider (including via the District's website), subject to any conflicting provisions of applicable law (including, without limitation, the Privacy Laws).

h. Provider shall ensure that all Provider Clinic Personnel comply with the mandated reporting requirements of the California Child Abuse and Neglect Reporting Act.

i. Provider shall comply with all applicable state and federal laws and regulations regarding employment eligibility, including, without limitation, the Immigration Reform and Control Act of 1986.

j. Provider shall comply with applicable state and federal anti-discrimination laws, including, but not limited to, the California Fair Employment and Housing Act. In connection with all Services 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.

8. **Quality Assurance**. Provider shall at all terms during the term of this Agreement implement active and effective quality assurance functions with respect to the Provider Clinics to assure that necessary and appropriate services are provided in a safe, effective and timely manner to students seeking Services at the Provider Clinics. Provider shall at all times demonstrate expertise in and a commitment to assessing and improving the quality of Services. Provider shall investigate and respond appropriately to any quality issues identified by Provider or District, and shall promptly resolve any quality and accessibility issues related to the Services which have been determined by Provider, District or by any governmental agency to be unsatisfactory. Without limiting the foregoing or District's termination rights under Section 19, in the event that Provider fails to address to District's reasonable satisfaction any deficiency in the operation of the Provider Clinics or the performance of the Services that District determines in good faith jeopardizes the health or safety of any Student, District may require that Provider suspend operations at the Provider Clinics under this Agreement until the deficiency is remedied.

9. **Complaints Involving Students**. 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 satisfactorily resolve a complaint received from a student or the student's parent or guardian, Provider shall notify such complainant that they may contact the Provider Clinics Administrator to pursue the complaint further. If complaints regarding the Services are brought to the District directly, District will refer the student (or parent/guardian, as applicable) to the Provider Clinics Administrator and shall also notify the Provider Clinics Administrator of the complaint. Provider shall cooperate with District in identifying, processing and resolving all complaints. In addition, Provider shall comply with all applicable laws and regulations relating to the handling of patient complaints and notifying patients of their rights when they have a complaint.

10. **Billing for Provider Services**. Provider shall have the sole and exclusive right to bill and receive reimbursement for the Services provided at the Provider Clinics. District shall not, directly or indirectly, bill or request payment from any party relating to the Services.

11. **Medical Records; Access**.

a. Provider shall maintain complete and accurate medical records for the Services provided to Students at the Provider Clinics in accordance with applicable law. Provider shall retain such records for the period required by law, but in any event, no less than seven (7) years. All medical records developed and maintained by Provider at the Provider Clinics shall be the property of Provider, and Provider shall be the custodian of records for purposes of all requests for access thereto. If by mutual agreement of the parties the District has furnished the Provider Clinic's Space with locked cabinets for the storage by Provider of Student medical records and/or other clinic supplies, the parties agree that Provider's access to such storage shall be exclusive.

b. Provider and District acknowledge and agree that the medical records maintained by Provider with respect to the Services are governed by the federal Health Insurance Portability and Accountability Act and the California Confidentiality of Medical Information Act (collectively, the "Privacy Laws") rather than the federal Family Educational Rights and Privacy Act, and, consequently, neither District staff nor a Student's parents or guardians may access the Student's medical records maintained by Provider without the written approval of the Student. The confidentiality protections of the Privacy Laws supersede any obligation of Provider otherwise set forth in this Agreement to provide access to or disclose to District patient protected health information to the extent inconsistent with the Privacy Laws.

12. **Compliance with Governmental Requirements**. Provider shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities 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 pertaining to the School sites and the buildings within which the Provider Clinics are located.

13. **Bio-hazardous Waste**. Provider shall handle and dispose of its infectious and bio-hazardous waste in accordance with applicable laws and regulations.

14. **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.

15. **Insurance**. At all times during the term of this Agreement, Provider shall maintain in effect the following insurance with respect to Provider's operations at the Provider Clinics:

a. Medical professional liability insurance covering the Services, with liability limits of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) annual aggregate;

b. Commercial general liability coverage, with liability limits of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) annual aggregate (inclusive of umbrella coverage);

c. Sexual misconduct and molestation liability coverage, with liability limits of not less than Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate;

d. Worker's compensation insurance, with liability limits in the amounts required by applicable law.

e. Commercial automobile liability insurance in the minimum amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage covering all vehicles that are non-owned and hired.

f. Cyber Liability / Security and Privacy Protection insurance, with liability limits of not less than Three Million Dollars ($3,000,000), providing coverage for legal liability arising from the theft, loss, or unauthorized disclosure of personally identifiable information.

Provider shall maintain the foregoing insurance in effect at all times during the term of this Agreement, and naming District as an additional insured on the general liability, medical malpractice and sexual misconduct and molestation liability coverages. Upon written request by District, PPLA shall provide District with a certificate of insurance evidencing the coverages required herein. For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. Provider hereby grants to the District a waiver of any right to subrogation which any insurer of Provider may acquire against the District, its board of education, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the District, its board of education, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

16. **Indemnity**.

a. To the fullest extent allowed by law, Provider shall defend, indemnify, and hold District, its officials, Board Members, officers, agents, employees, volunteers, and representatives ("District Indemnitees") harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages (including attorney's fees and other related costs and expenses), injuries, fines, and penalties, whether in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, which in any way arise, in whole or in part, from: (i) any acts, omissions, negligence or willful misconduct of Provider or anyone acting behalf of Provider, (ii) the performance the Services by Provider or anyone acting on behalf of Provider, and (iii) Provider's breach of this Agreement. Provider's defense obligations (with counsel approved by District), shall arise immediately upon tender of any Indemnitee, notwithstanding whether liability is, can be, or has yet been established.

b. To the fullest extent allowed by law, District shall defend, indemnify, and hold Provider, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Provider Indemnitees") harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages (including attorney's fees and other related costs and expenses), injuries, fines, and penalties, whether in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, which in any way arise, in whole or in part, from: (i) any acts, omissions, negligence or willful misconduct of District or anyone acting behalf of District, and (ii) District's breach of this Agreement. District's defense obligations (with counsel approved by Provider), shall arise immediately upon tender of any Indemnitee, notwithstanding whether liability is, can be, or has yet been established.

17. **Independent Contractor**. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between Provider and District, but is rather an agreement by and between independent contractors.

18. **Assignment; Subcontracting**. No assignment by a party of this Agreement or of any of its rights or obligations under this Agreement will be binding on the other party without prior written consent of the non-assigning party. In addition, Provider shall not subcontract the performance of its obligations under this Agreement without the prior written approval by the District.

19. **Term; Termination**. The term of this Agreement shall commence on the Effective Date and shall continue in effect for an initial period of three years expiring on the anniversary thereof. Following the expiration of the initial term, this Agreement shall automatically renew for two successive one-year periods without the need for further action by the parties. Pursuant to Education Code 17596, the Agreement will need Board approval every five (5) years. Either party may terminate this Agreement for any reason or without cause with not less than 60 days' written notice to the other party. In addition, in the event of a material breach of this Agreement by a party hereto, the other party may terminate this Agreement

upon 21 days' written notice to written notice to the breaching party; provided that such termination shall not be effective if the breaching party cures the breach prior to the termination date specified in the breach notice.

20. **Notices**. All notices which are required or may be given under this Agreement shall be in writing and shall be mailed to the following addresses:

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|---|---|
| If to District: | Norwalk-La Mirada Unified School District<br>12820 Pioneer Boulevard,<br>Norwalk, CA 90650<br>Attention: Assistant Superintendent Educational Services<br>(Secondary) |
| If to Provider: | Planned Parenthood Los Angeles<br>400 W. 30th Street<br>Los Angeles, CA 90017<br>Attention: Chief Operating Officer |

21. **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 with respect to the subject matter hereof.

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

23. **Debarment, Suspension or Ineligibility for Award**. By signing this Agreement, each of the parties hereto certifies that:

    a. Such party is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

    b. Such party has not, within a three-year period preceding the Effective Date, been convicted of or had a civil judgment rendered against it 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.

24. **Confidentiality**. Each party agrees that the Confidential Information of the other party is the exclusive property of that other party, and each party agrees to keep the Confidential Information of the other party strictly confidential and not to disclose it to any third party without the other party's consent. "Confidential Information" means any and all non-public proprietary or confidential information concerning the past, current or future business of a party, including, without limitation, medical standards and guidelines, trade secrets, reports,

investigations, work in progress, drawings, designs, proposals, codes, databases, technology, processes, intellectual property, education materials and methodologies, and information concerning finances, grants, donations, pricing, costs, products, services, compensation, patients, clients, donors, affiliates, personnel, agents, independent contractors and vendors of a party. "Confidential information" shall not include any information that is (a) generally known to the public other than as a result of a party's disclosure, (b) made legitimately available to a party by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed, provided that the disclosing party shall give prompt written notice to the other party of such requirement, disclose no more information than is so required, and cooperate with any attempts by the other party to obtain a protective order or similar confidential treatment.

25. **Governing Law, Jurisdiction and Venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Each party 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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, epidemic, power outage, acts of war, computer virus, 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.

32. **Binding Effect**. This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

33. **Representations and Warranties**. Each of the parties hereto acknowledges and agrees that (i) no representation or warranties 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.

34. **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 a party hereunder shall be solely those of such party, and shall not be deemed or construed to create any obligation or liability on the part of any director, officer, shareholder or employee of such party, any other individual or any other entity or organization.

35. **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.

[Signatures on following page]

IN WITNESS HEROF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**DISTRICT:**

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT**

By: _____

Name:

Title:

**PROVIDER:**

**PLANNED PARENTHOOD LOS ANGELES**

By: _____

Name:

Title:

**EXHIBIT A**
**THE SCHOOLS**

**1.** John Glenn High School
13520 Shoemaker Ave, Norwalk, CA 90650