



Health Services

LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindee P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

October 22, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Christina R. Ghaly, M.D.
Director

Dear Supervisors:

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

**APPROVAL OF ADMINISTRATIVE ACTIONS TO STREAMLINE
CONTRACT ACTIONS FOR NO-COST AGREEMENTS, STAND-ALONE
BUSINESS ASSOCIATE AGREEMENTS, DATA USE AGREEMENTS, AND
AMENDMENTS FOR ASSIGNMENTS & DELEGATIONS AND NAME
CHANGES THAT SUPPORT THE DEPARTMENT OF HEALTH SERVICES
MISSION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

SUBJECT

Request approval and delegated authority for the Director of Health Services (Director), or authorized designee, to execute: (i) various forms of agreements with Federal, State, and other public and private entities which bear no cost to the Los Angeles County (LA County), and amendments related to such agreements; and (ii) amendments to Department of Health Services (DHS) service agreements to effectuate contractor assignments and delegations resulting from acquisitions, corporate mergers, business decisions, or possible changes in ownership, and contractors' legal name changes.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director, or authorized designee, to execute the following no-cost agreements: (a) a form Memorandum of Understanding (MOU) with the Los Angeles Unified School District (LAUSD), substantially similar to Attachment A, for participation in the High School Internship Program, effective following Board of Supervisors' (Board) approval through June 30, 2029; and (b) a form MOU with LAUSD similar to Attachment B, for the deployment of LA County's mobile asthma clinic (breath mobile) at

"To advance the health of our patients and our communities by providing extraordinary care"



www.dhs.lacounty.gov

identified LAUSD campuses, effective following Board approval through June 30, 2029.

2. Delegate authority to the Director, or authorized designee, to: (a) execute amendments to the agreements identified in Recommendation 1 to extend the terms of the agreements, make changes for operational efficiencies, and changes to program objectives; or (b) terminate the agreements in accordance with the applicable terms and conditions, with all transactions subject to review and approval by County Counsel.

3. Delegate authority to the Director, or authorized designee, to execute future no-cost agreements with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, that seek to support the mission of DHS. These agreements may include form MOUs similar to Attachments A or B, and in the case of LA County form agreements and MOUs, on a case-by-case basis, may require revisions to LA County's standard indemnification and insurance provisions and other standard LA County provisions. All transactions will be subject to review and approval by County Counsel and, as necessary, the Chief Executive Office (CEO) Risk Management, with quarterly reporting to the Board.

4. Delegate authority to the Director, or authorized designee, to negotiate and execute no-cost Data Use Agreements (DUAs) with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, to allow for collaboration on projects and initiatives that support DHS' mission, including but not limited to data sharing. The DUAs will be effective upon execution through the end of the receiving party's project period and may include revisions to LA County's standard provisions for indemnification and will be subject to review and approval by County Counsel and, as necessary, CEO Risk Management.

5. Delegate authority to the Director, or authorized designee, to negotiate and execute no-cost stand-alone Business Associate Agreements (BAAs), with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, that are necessary for collaboration and partnerships with DHS, subject to review and approval by DHS' Departmental Information Security Office, DHS Privacy Office, and County Counsel.

6. Reaffirm authority previously delegated to the Director, or authorized designee, to execute amendments to DHS agreements for a contractor assignment and delegation of an agreement resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the first, second, and third recommendations will enable DHS to expedite execution of appropriate no-cost to LA County Agreements with various public, private, for profit and non-profit entities, and other community partners interested in partnering with DHS to support the Department's mission to advance the health of our patients and our communities by providing extraordinary care.

In recent years, DHS has experienced an upward trend in the requests for no-cost agreements where the Department would greatly benefit from establishing a contractual relationship with organizations such as Federal, State, and local governments, school districts, charitable trusts, foundations, associations, and other entities established to serve public or charitable purposes. Some requests are for non-traditional agreements which would support DHS programs, such as a transaction that may be cost-free to LA County, but there may be some payment provisions to be met by a third party. This trend includes potential donations from private entities that may require entering into a no-cost Agreement for donations directed to specific segments of DHS' patient population who participate in DHS-sponsored programs. Lacking clear delegated authority from the Board to execute such contractual arrangements delays or prevents DHS from responding timely to low risk, cost-free opportunities with interested and willing public agencies and community partners.

Approval of the fourth and fifth recommendations will effectively streamline the processes for execution of DUAs and standalone BAAs.

DUAs are primarily used to establish the terms and conditions under which data can be used, shared or accessed between the parties involved. The primary purpose of DUAs is to secure and preserve the privacy and security of sensitive data, including financial, research, and/or health information data which has been de-identified or anonymized. BAAs are legally binding Agreements which define the responsibilities and requirements for safeguarding protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. BAAs are most commonly used when a healthcare provider, such as DHS, or other covered entity engages a contractor as a business associate to perform a service/function that involves accessing, using, disclosing or developing PHI. On rare occasions a stand-alone BAA needs to be executed with an entity/partner which is not a business associate nor a service provider.

Approval of the sixth recommendation reaffirms the authority delegated by the Board to the Director, or authorized designee, on June 12, 2007, which allows DHS to execute amendments to standard service agreements for assignments and delegations and name changes of contracted entities in a timely manner.

Assignments and delegations and/or name change amendments are often needed to address situations when contractors undergo corporate changes resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes. Ideally, Contractors should notify LA County of an upcoming change in ownership or name well in advance of the change, but DHS' experience with these transactions is that the notices most often arrive very close to or after the date the change takes effect. DHS takes all necessary steps to review and determine the appropriateness of the change. Therefore, having the ability to execute the corresponding contract amendments under the recommended delegated authority will support DHS' ability to effectively manage these transactions and mitigate potential delays to invoice and payment processes.

Implementation of Strategic Plan Goals

The recommended action supports LA County's Strategic Plan, North Star 3– “Realize Tomorrow's Government Today,” which will implement streamlined and more equitable contracting and procurement systems and opportunities.

FISCAL IMPACT/FINANCING

There is no fiscal impact brought about by any of the recommended actions and therefore, no net County cost as well.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All of the recommended actions are specifically designed to streamline the various contractual actions covered under the recommendations, memorialize the agreed terms with participating non-profit, not-for-profit, charitable organizations, and/or other community partners in general.

All of the recommended agreements have been determined to bear low risk to LA County, and any assessed risk far outweighs the benefits of the same to LA County responsible patients, Community Programs participants, Integrated Correctional Health patients, and the community at large.

County Counsel has reviewed and approved Attachments A and B, as to form, and will review all subsequent agreements as to form prior to execution.

CONTRACTING PROCESS

The no-cost agreements executed pursuant to the above recommendations cannot be competitively bid, as these Agreements will be with organizations/community partners that seek to support DHS' mission.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will effectively streamline administrative processes for the timely execution of the appropriate Agreement documents, supporting DHS' efforts to: a) expedite the execution of no-cost to LA County Agreements that support and enhance the delivery of services to LA County responsible patients, and b) streamline the assignment and/or delegation of duties under Board approved Agreements.

The Honorable Board of Supervisors

10/22/2024

Page 5

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Director

CRG:eas

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered on January XX, 2023 ("Effective Date"), by and between the following parties:

COUNTY OF LOS ANGELES

(On behalf of its Department of Health Services' (DHS) LA General Medical Center)

(hereafter "County"),

and

Los Angeles Unified School District (LAUSD), **Bravo Medical Magnet**

(hereafter "Affiliate"),

WHEREAS, this Memorandum of Understanding (MOU) is intended for the County to provide LAUSD students **from Bravo Medical Magnet, located at 1200 Cornwell St #1417, Los Angeles, CA 90033**, with an internship experience through a learning program in which they can develop positive work habits, gain work-based skills, and develop career interests.

WHEREAS, DHS is the second largest municipal health system in the nation, comprised of world-class teaching hospitals; and LA General Medical Center is a teaching hospital located at 2051 Marengo Street in the Boyle Heights neighborhood of Los Angeles, California.

WHEREAS, LAUSD (Affiliate), is 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; and their Work Experience Education Office is the LAUSD division responsible for student internships.

NOW, THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. This MOU shall remain in place upon the effective date through June 30, 2027. The County will have the option to extend this MOU for (3) LAUSD school semesters. The extension option shall be made by amendment to this MOU in accordance with paragraph 12.

2. Either party may terminate this agreement for any reason at any time upon reasonable notice to the other party by giving at least a thirty (30) calendar days written notice. In no event shall the MOU Term exceed five (5) years.
3. No compensation will be exchanged between County and Affiliate for costs incurred as a consequence of this MOU. County will not make any payments nor accept any funds.
 - 3.1 County will not be liable for any salaries or stipends for any LAUSD students. All salaries and stipends will be provided by LAUSD through the following funding sources:
 - Elementary and Secondary School Emergency Relief (ESSER) Fund
 - HYL City General Fund
 - HYL County – CalWORKs
 - HYL County - Other Underrepresented Youth (OUY)
4. LAUSD students will be completing an internship at LA General Medical Center, on-boarded as Non-County Workforce Members (NCWFM), and while paid by LAUSD. Affiliate and County's duties and responsibilities will be as outlined in Paragraphs 5 and 6.
5. AFFILIATE DUTIES AND RESPONSIBILITIES. AFFILIATE AGREES TO:
 - 5.1 Provide County with LAUSD program-related policies.
 - 5.2 Verify County follows requirements in the Worksite Checklist.
 - 5.3 Provide orientation to the County Worksite Supervisors.
 - 5.4 Ensure that County adheres to the authorized work hours.
 - 5.5 Ensure that County adheres to the California and Federal Child Labor Laws (Maximum hours, breaks, etc.) and acknowledges the penalties for violating Federal Child Labor Laws.
 - 5.6 Ensure that all students are at least 16 years old per DHS policy.
 - 5.7 Ensure all students under the age of 18 have a valid Work Permit.
 - 5.8 Ensure that County provides students with an orientation to familiarize the students with his/her duties, workhours, worksite expectations and what to do in case of an emergency and ensure

clear emergency and evacuation procedures are in place.

- 5.9 Assume the cost of wages and all appropriate benefits. LAUSD is responsible for payment of student's hours as indicated in the Worksite Expectations Form.
- 5.10 Verify that the student is always supervised and ensure students are provided a clear line of supervision and accountability.
- 5.11 Review the Performance Evaluations on a monthly basis, discuss monthly evaluation with the students, and provide additional guidance for any needed improvements.
- 5.12 Discuss any problems or conflicts that may arise from the student's job performance immediately and review as part of the monthly Performance Evaluation. Work with County to resolve problems as they arise.
- 5.13 Maintain accurate timesheet records, verify hours, and ensure that timesheets are signed by the student and the County Worksite Supervisor prior to payment. Ensure anytime card alterations, changes or corrections are initialed by the County Worksite Supervisor and the student. (THE USE OF WHITEOUT IS STRICTLY PROHIBITED).
- 5.14 Ensure that County provides the student with copies of signed timesheets and other program or work-related information as appropriate.
- 5.15 Ensure County utilizes only authorized timesheets.
- 5.16 Collect timesheets of the youth in a timely manner.
- 5.17 Issue paychecks to the student according to verified time records and Affiliate payroll procedures.
- 5.18 Ensure County provides materials and equipment necessary to perform the duties of the work assignment.
- 5.19 Maintain a copy of the timesheets, and other relevant forms for a minimum of three (3) years for audit purposes.
- 5.20 Provide on-going oversight of the LAUSD program and supportive services to the student.

- 5.21 Provide all students with an orientation, explaining the program's purpose, procedures and rules and an overview of what to expect at County.
- 5.22 Ensure liability and accident coverage of students during authorized work hours through workers' compensation.
- 5.23 Provide County Worksite Supervisors with appropriate written materials: Supervisor Manual, timesheets, and performance evaluations.
- 5.24 Ensure that County provides a meaningful work experience consistent with the goals of LAUSD.

6. COUNTY DUTIES AND RESPONSIBILITIES. COUNTY AGREES TO:

- 6.1 Accommodate no more than 15 students to participate in the program per school semester.
- 6.2 Accept students for afterschool hours through 8:00pm, and per current staff availability of County Worksite Supervisors. County Worksite Supervisors will be the Unit and Department Supervisors as assigned by County's Director of Volunteer Services or designee. Students shall not work on County holidays.
- 6.3 Ensure that students will have the same scope of work as a NCWFM volunteer. The only patient care provided will be outpatient care and guest wheelchair transport services. Students will have very limited work in patient care settings, with no work in Emergency Department, Jail, In-patient Psych, and other restricted areas.
- 6.4 Ensure that the only County equipment that the students will use are office equipment (copy/fax machine, phones, etc.), computers for online trainings, wheelchairs for patient transport, and VOIP hospital phones. Students will check-out the VOIP phone and return at the end of each shift.

- 6.5 Ensure students' work falls under the following job descriptions:
- 6.5.1 answer area telephones, take messages, and provide non-clinical information via phone
 - 6.5.2 support clerical staff
 - 6.5.3 answer patient call light - notify nurse of patient needs
 - 6.5.4 assist with patient transportation - Outpatient wheelchair patients or guests (only)
 - 6.5.5 assist with greeting and escorting patients and visitors
 - 6.5.6 assist with providing diversionary recreational activities for inpatients
 - 6.5.7 assist with running errands within the hospital grounds only
 - 6.5.8 distribute fresh drinking water or ice cups to approved patients only (as approved by nurse)
 - 6.5.9 follow hospital procedures during drills or a real live event for fire or disaster emergency
 - 6.5.10 make unoccupied hospital bed - May not tie knots in sheets
 - 6.5.11 straighten up and stock linen and supply room
 - 6.5.12 update bulletin boards
 - 6.5.13 provide support during hospital sponsored events
 - 6.5.14 clean and disinfect common use areas (ex-lobbies, waiting areas)
- 6.6 Ensure students complete other patient and hospital support duties as approved by the Director of Volunteer Services or designee.

7. TUBERCULOSIS TESTING

Contractor will prohibit any agent or employee of Contractor from entering a District school site until Contractor has submitted to a tuberculosis risk assessment. If tuberculosis testing is warranted, Contractor agent or employee shall not enter a school site until Contractor has received, for that agent or employee, the "certificate"

described in California Education Code §49406(d), showing the agent or employee to be free from infectious tuberculosis and dated within the sixty (60) days prior to the agent's or employee's first entry onto a District school site and will require an updated "certificate" every four years thereafter while that employee is continuously employed by Contractor or that agent is continuously retained by, or otherwise represents, Contractor.

8. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

8.1 Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

8.2. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

8.3 Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils 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; and

8.4 Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.

8.5. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

9. INDEPENDENT CONTRACTOR STATUS:

9.1 This MOU is by and between the County and the Affiliate and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Affiliate. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 The Affiliate shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Affiliate. Consistent with the foregoing, the County shall have no liability, and the Affiliate shall be solely and fully liable and responsible, to any of the Affiliate's employees, subcontractors or other persons providing work under the MOU on behalf of the Affiliate, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the MOU, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site.

9.3 The Affiliate understands and agrees that all persons performing work pursuant to this MOU are, for purposes of Workers' Compensation liability, solely employees of the Affiliate and not employees of the County. The Affiliate shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Affiliate pursuant to this MOU

10. INDEMNIFICATION: The Affiliate shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. INSURANCE: Without limiting Affiliate's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Affiliate shall provide and maintain at its own expense, commercial insurance or a program of self-insurance or any combination thereof, satisfying the requirements below. County shall also provide and maintain in force during the term of this MOU, at their own cost and expense, commercial insurance or a program of self-

insurance or any combination thereof, to satisfy the requirements below. Such coverage shall include:

Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate; Workers' Compensation coverage for agency's employees as required by California law, and Sexual Abuse and Molestation coverage. Insurance coverage is to be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. Both parties shall name the other party under this MOU as an additional insured under commercial general liability coverage. Both parties shall promptly notify each other of any cancelation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000

Sexual Abuse and Molestation coverage:

\$1,000,000 per occurrence/\$1,000,000 aggregate.

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The Commercial General and Automobile policies shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability

12. SUBCONTRACTING: The requirements of this MOU may not be subcontracted by the Affiliate without the advance written approval of the County. Any attempt by the Affiliate to subcontract without the prior consent of the County may be deemed a material breach of this MOU.

13. USE OF NAME OR TRADEMARK: Except as required by law or permitted by this MOU, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

14. NO INTELLECTUAL PROPERTY LICENSED OR TRANSFERRED: This MOU does not license or transfer any intellectual property, such as Affiliate's course content, modules, program materials, evaluation tools or licensed products that may be utilized during the partnership agreement. Any such licensing or use by County must be pursuant to a separate written license agreement.

15. AMENDMENTS: For any changes or modifications to this MOU an amendment shall be prepared by the County and executed by both parties' authorized representatives/designees.

/

/

/

/

/

/

/

/

/

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Memorandum of Understanding as of the day and year first written above.

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES,
LA GENERAL MEDICAL CENTER**

LOS ANGELES UNIFIED DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

This Agreement is entered into between _____ hereafter referred to as “Provider” and Los Angeles Unified School District, hereafter referred to as “District”, for the purpose of operating a Mobile School-Based Health Center (“Mobile Health Center”) on the campus of District school(s). It is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the California Education Code, other applicable laws of the State of California, and applicable federal law.

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

1. **Term of Agreement.** This agreement shall be effective from _____ to _____, from the “Commencement Date” to the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the “Term”). It is the intention of the parties to renew this Agreement or negotiate subsequent Agreements at five-year intervals and to continue to operate the School-Based Mobile Health Center or other licensed health care center.

2. **Location.** The location of the Mobile Health Center and delivery of health services (“Services”) will be on a Mobile unit and/or portable medical set-up, on the premises of _____ and additional sites, if any (hereafter referred to as “School/s”), as described in Exhibits A, B, C, D, and E (if applicable), attached hereto and made a part hereof. The parties hereby agree that all District schools may receive services as mutually agreed upon by Provider and LAUSD Student Medical Services, upon advance written notice. Additional School-Based Mobile Health Centers or feeder schools may be added for support services via completion of a Service Delivery Application (SDA). A list of schools where support services may also be provided, may be initially listed (as Exhibit A-1), as long as all personnel and services are the same and all sections of this Agreement remain the same. The District, after consultation with Provider, shall designate those

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

facilities on the school campus (es), if any, that will be made available to the Provider in conjunction with Provider's Mobile unit. The Provider shall be responsible for maintenance of the Mobile Unit and/or related portable medical equipment. The District shall be responsible for the maintenance of spaces and utilities.

3. Description of Services. (See Exhibit A for details concerning provision of additional specific services). Primary care and case management shall be provided in a manner that is linguistically appropriate and culturally sensitive to the community to be served. At a minimum, Provider must include the following services:

A. Physical Examinations

B. Diagnosis and Treatment of Illness

C. Immunization and Mantoux Testing

D. Medication Prescribing and Dispensing Services

E. Laboratory Services

F. Family PACT (Planning, Access, Care Treatment), including diagnosis and treatment of sexually transmitted infections (as allowable under California minor consent services)

G. Clerical and Translation/Interpretation Services

H. Referrals for additional care where indicated (Provider will make its best Efforts for referrals as may be appropriate to the patient's needs)

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

- I. Screening, informing, and linkage to enrollment assistance regarding appropriate health insurance and access programs
- J. Clinical case management of chronic diseases including obesity, diabetes and asthma
- K. Consultation and coordination with Office of the Chief Medical Director School Personnel, as appropriate

Provider may provide Telehealth under the following circumstances: (1) during circumstances in which there is public health emergencies that limit in-person visits, as determined by the District; and/or (2) in situations that are agreed upon ahead of time with the District, with District's written consent. All telehealth services shall be in compliance with applicable telehealth laws, including but not limited to Business & Professions Code Section 2290.5. See Exhibit H (Telehealth reference sheet).

For access to sensitive services during school day not available through the Provider, the student is to be referred to the school nurse who can arrange for appropriate care/treatment in accordance with existing statues and laws, and referred to appropriate alternative sources of care.

4. **Population Served.** The population served by the Mobile Health Center shall be primarily for those students who are enrolled at the School(s) or in other education programs conducted on the school site(s) (e.g. continuation, alternative schools) and who have reached the age of eighteen or become emancipated minors as defined by California Family Code Section 7002; or who have received written consent from their parent(s) or guardian(s) for Mobile Health Center services; or who may self- consent for services in accordance with Section 7 of this Agreement. Additionally, infants of such students enrolled in any infant study center on the site, other student populations, and community members as mutually agreed to by both parties shall be eligible for services provided by the Mobile Health Center.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

In an effort to maximize utilization of Provider's services, the parties agree to establish a goal of providing access to 100 percent of the school student population by being open during times that all students can access services.

Provider will make best efforts to participate in any other District efforts to improve the health care status of children, connect student to a medical home and ensure a clinical pathway of care for children with chronic illnesses such as asthma and diabetes.

5. Outreach and Enrollment. The District and Provider will work together to identify uninsured students and to provide assistance to enroll students in a free, low-cost, and sliding scale health benefits programs available in Los Angeles County. District and Provider agree as follows:

A. District shall:

1. Identify a District Liaison for outreach and enrollment efforts who will respond to Provider requests for information, policy clarifications, and work with Provider regarding all aspects of program coordination.
2. Include Provider in health fairs, conferences, and media events scheduled within its area that are sponsored by District and that are relevant to healthcare outreach and enrollment efforts of the partnership, at the District's sole discretion.
3. Provide District Children's Health Access and Medi-Cal Programs (CHAMP) trainings and training materials as mutually agreed to by each party.
4. Provide CHAMP HELPLINE support to families and Provider staff and assist in facilitating health insurance enrollment.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

B. Provider shall:

1. Coordinate outreach and enrollment activities with Region CHAMP liaison, as needed.
 2. Fully inform families of all public and privately sponsored health insurance programs (e.g. Medi-Cal, Emergency Medi-Cal, My Health LA, and Child Health, Disability and Prevention (CHDP), and not charge any fee to District students or families for outreach and enrollment services.
 3. Comply with all laws, regulations and policies relating to the protection of any confidential or personal information pertaining to students or their parents that Provider may obtain from District, including understanding and compliance with District Bulletin 1077.2 (or most recent version of), attached hereto as Exhibit F.
 4. Assist families in selecting a primary care provider by first trying to identify any existing provider relationship, and then, if none exists, provide them with several options which may include School-Based Health Centers, Wellness Centers, community clinics and/or other community resources.
 5. Provider will include CHAMP HELPLINE contact information when conducting in-school outreach and enrollment activities.
6. **Access to Services.** No student shall be turned away, barred or delayed in receiving Services, based on a student's payer 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 preventative

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

care, Provider shall work towards offering services in time frames and formats conducive to the utilization of primary and preventive care by low-income students.

7. Required Consent for Treatment.

A. Minor Consent: Minors may consent, without parental permission, to certain medical care or mental health treatment or counseling services as defined in California Family Code Section 6924, 6925, 6926, and 6928. Provider shall assume responsibility for obtaining and verifying with minor the age of minor. Provider shall maintain consent forms on file. Provider certifies that it has an understanding of those parental notification/minor consent laws that are applicable under this Agreement. Provider's obligation concerning indemnification of the District under Section 28 specifically includes any liability that may arise from Provider's failure to comply with parental notification/minor consent laws.

B. Informed Consent of Parent/Guardian: Shall be obtained for all other medical, dental or psychological services or treatments rendered to a minor, which are not exempt under Family Code 6924, 6925, 6926, and 6928. When parents are informed about the availability of a service at the Mobile Health Center, it must be made clear that the Provider's services are not a part of the regular and ongoing programs of the District. The service is being made available as a convenience, by bringing Provider personnel to the campus where students can have greater access to services.

Provider shall obtain written parental consent on a District approved form prior to providing medical or mental health, dental, vision, and/or related health services that require parental consent. The District approved consent form shall be attached hereto as Exhibit E. Provider and District shall mutually agree to any changes to the consent of the parent/guardian consent form that is to be used. Provider shall

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

assume responsibility for obtaining, verifying with parent/guardian, and maintaining written consent on file.

C. Student Consent: Students who have either reached the age of eighteen (18), or become emancipated minors as defined by California Family Code Section 6922 or 7002, may consent for their own medical or mental health, dental, vision, and/or related health treatment.

8. **Articulation Between Provider and School/District.** Regular meetings should be held between the Provider and District staff to address any issues of concern in a timely manner. Health Center planning teams (described in section 22) may serve this function. Sensitive information is often uncovered in the course of counseling and treatment services and it is helpful for the principal and/or other staff to confirm exactly how the Provider will handle information which affects the student, such as physical or sexual abuse allegations, child neglect, drug/alcohol abuse, criminal activity in the home, threat to self or others, etc. All such communication is to be shared in accordance with Applicable law to protect student confidentiality.

9. **Hours of Service.** Hours of operation shall be determined by Provider for each site and occur during the hours the students are in attendance. To offer services in time frames and formats most conducive to the needs of the students, the parties may agree to operate the Mobile Health Center for such additional hours and such additional days as deemed warranted by the parties. These additional hours may include:

A. Evening and weekend services

B. Walk-in services

C. Same day appointments

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

D. Outreach for difficult to reach populations

Provider shall maintain, at a minimum, the hours of operation indicated on Exhibit A. Contemplated changes in the hours of operation shall be communicated at least ten (10) calendar days in advance to Director, Student Medical Services and Medi-Cal Programs, hereafter referred to as Director, for his/her concurrence.

10. Non-Discrimination in Services. Provider shall not unlawfully discriminate in the provision of Services because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, or condition of physical or mental handicap, marital status, or political affiliation, or any other basis prohibited under federal or state law. Prohibited discrimination includes, 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 or benefit;
- D. Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit;
- 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;

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

F. Having facilities or services that are not in compliance with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

11. Staffing. Provider shall adhere to applicable personnel standard of Title 22 o The California Health and Safety Code (“Title 22”), and all other appropriate and applicable standard imposed by law or regulation.

A. All Provider staff shall be deployed into a staffing configuration that allows for the supervision required by Title 22 and all other applicable laws and regulatory requirements.

B. Provider shall be solely responsible for staffing of the Mobile Health Center for medical or mental health, dental, vision and/or related services as set forth in this Agreement. Provider shall attempt to employ a sufficient number of staff that is linguistically and culturally competent. Provider certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing medical or mental health, dental, vision, and/or related health services are licensed or otherwise legally qualified.

C. Provider shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certifications required by law which are applicable to its performance of this Agreement, and shall ensure that all of 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 certifications required by law which are applicable to their performance hereunder. Copies of current licenses, permits, registrations,

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

and certifications required by applicable law for all Provider personnel providing Services, shall be maintained in Provider personnel files, and/or on Mobile Health Center site(s) when required by District policy, posted as required by applicable law, and made available for review upon request by the Director or other authorized person or agency.

- D. Provider shall ensure that its staff providing Services regularly participate in appropriate continuing educational programs or activities to maintain their licenses, permits, registrations, and certifications. Evidence of participation in such programs shall be maintained in Provider personnel files and made available for review upon request by the Director or other authorized person or agency.
- E. Provider shall assure and certify 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 every four (4) years thereafter.
- F. Provider certifies that its staff/trainees will 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.
- G. For the employees of Provider not subject to the jurisdiction of the Medical Board of California, California Board of Registered Nursing, Board of Behavioral Science Examiners of California, California Board of Psychology, or the Dental Board of

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

California, Provider shall comply with the requirements of California Education Code Section 45125.1 concerning fingerprinting and perform the following acts:

1. 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”);
 2. Prohibit employees of Provider from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
 3. Certify in writing to the District that neither Provider nor any of the Provider’s employees who may enter a school site during the time that pupils 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;
 4. Provide a list of the names of Provider’s employees who may have contact with pupils to the school principal, Operations Administrator 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 (s). (See Service Delivery Application, Exhibit A.)
- H. 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;
- I. Provider’s employees who have direct contact with students shall abide by the provisions of the District Code of Conduct with Students (Exhibit G).

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

- J. If 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 employee does not and is not allowed to work at any school site.

- K. Provider shall arrange for a Medical Director for the Mobile Health Center. The Medical Director shall supervise the administration of all medical or mental health, dental, vision, and/or related health services provided through this Agreement so as to meet all requirements relating to the provision of medical or mental health, dental, vision, and related health services in the State of California;

- L. By mutual agreement, Provider and/or District shall identify a person who has responsibility for making decisions concerning Mobile Health Center Services'

- M. Provider warrants that it fully complies with all federal statutes and regulations regarding employment of non-U.S. Citizens and others, and that all of its employees performing Services hereunder meet the citizenship or other status requirement contained in federal statutes and regulations.

12. Non-Discrimination 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 qualified applicants, and shall affirm, that in connection with all work performed under this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability, medical condition or potential affliction and therefore the Provider agrees to comply with applicable federal and state laws. In addition, the Provider agrees to require like compliance by all subcontractors employed on the work site.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

13. Conflict of Interest. Provider represents that Provider has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having 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 or time. Provider will 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 is 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 condition, 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 each and every contract between District and Provider.

As a condition of this Agreement, Provider agrees to comply with the code of ethics set forth in the Los Angeles Unified School District Contractors and Consultants Code of Conduct which is attached hereto as (Exhibit C) and made part hereof.

Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the 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.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

14. Performance Guidelines. It is the parties' desire to maximize use of medical or mental health, dental, vision and/or related health services offered by Provider. In order to maximize such use, the parties agree to meet the service goals established for the partnership. Review of the Management Information Report (Exhibit B) data on a regular basis is encouraged to formulate action plans to meet performance goals/guidelines.

15. 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 Mobile Health Center and that such services are reflected in the students' medical records with appropriate and complete documentation. Such quality assurance, will include but not be limited to, compiling and reporting Mobile Health Center data related to patient-level services, which the District may request via de-identified reports.

- 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 the District to objectively monitor and evaluate services provided by the Provider. The District may from time to time conduct student satisfaction and Quality Assurance studies to ensure the consistency and integrity of the results of the studies in comparing them with other facilities and best practices. Provider may from time to time conduct student satisfaction and Quality Assurance studies, and agrees to share the results of such studies with the District.

- C. Provider shall investigate and respond appropriately to all quality issues, and shall work with the District to resolve any quality and accessibility issues related to services provided to students, subject to applicable laws and regulations.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

- D. Provider shall promptly provide to the District any statement of deficiencies or other issues identified by any federal, state or local government agencies, including any issues concerning Provider's billing for services. Such written notice by Provider shall be provided within three (3) days of Provider receiving notice from any federal, state or local government agencies of such deficiencies or issues. Failure by Provider to provide notice and any other requested information and documents as set forth in this Section shall constitute a material breach of this Agreement, entitling the District to immediately terminate the Agreement pursuant to Section 34 (b) of the Agreement. If, in the Director's judgement, the identified deficiencies compromise the quality of care delivered under this Agreement, the Director may require to suspend the provision of Services under this Agreement until such deficiencies are resolved. In order to require a suspension under this provision, the Director must give Provider at least 24- business-hours written notice, which notice must identify the specific deficiencies underlying the suspension of Services, and the specific corrections required before the suspension will be lifted. In the event the Provider fails to cure the deficiencies, the District shall be entitled to terminate the Agreement pursuant to Section 34 (b) of this Agreement.
- E. 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 improve the care and service provided to students and to resolve problems related to the provision of services.
- F. Provider agrees to review the practice patterns of its professionals and other Provider Staff, and to review services provided by them. Provider agrees to use its best efforts to correct any problems occurring in the Mobile Health clinic site(s) that are identified. Provider will report any self-identified problems, and any issues cited

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

by external government agencies to the District and will comply with the Quality Assurance plan agreed upon between the Provider and the District.

- G. Provider and District shall take corrective action in any deficiencies identified through site reviews by District, federal, state or local government 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, Director may suspend this Agreement.

16. Auditing and Evaluation.

- A. Audits/Evaluations by the District. Provider shall cooperate, subject to applicable statutory provisions of confidentiality, in any audits or evaluations of the Services as the District may institute during the term of this Agreement. Such audits or evaluations may be conducted by the Director of the District's independent evaluator. The District shall coordinate such audits and evaluations to protect Provider against unnecessary duplication of data collection.

All such audits and evaluations shall be conducted following at least a five (5) calendar day written or facsimile notice by Director to Provider, or sooner if Provider agrees, during Provider's normal hours of operation, in a manner that will not interfere with the provision of Services. District's right shall also include access at reasonable times to Provider's office and facilities for the purpose of interviewing employees and inspecting and copying of such books, records, accounts and other material which may be relevant to a matter under investigation. Provider agrees to maintain such records for a period of seven (7) years after the expiration of this Agreement.

- B. Audit/Evaluation Results. The results of any audits or evaluations conducted under this section shall be made available to the Provider upon request. Provider

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

may utilize evaluation data and/or collect additional data for research studies, publication, scholar pursuits, etc. 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 shall review all reports derived from project data to ensure their suitability for publication.

17. Complaint and Conflict Resolution.

- A. Complaints: Provider shall use its best efforts to render Services and interact with students, family and community members in a manner that facilitates patient satisfaction. If Provider is unable to resolve a complaint received from a patient to his or her satisfaction, Provider shall notify such complainant that he or she may contact the Site Administrator to pursue the complaint further. Provider shall notify Director immediately and cooperate with the District in identifying, processing and resolving all complaints regardless of whether they are written or oral. Complaints identified by District shall be handled in the same manner with the Provider. District personnel will first attempt to resolve the complaint (s) to result in the satisfaction of the complainant. District personnel will notify the Provider of these efforts, and if satisfaction is not achieved, shall inform the Director to further engage in the next level of problem resolution.
- B. 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.
- C. Compliance: 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.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

18. Administration and Monitoring.

- A. The Director shall administer this Agreement on behalf of the District.
- B. Provider extends to Director, and to state and or federal representatives, the right to inspect and review Provider's programs, procedures, and records, including but not limited to personnel, financial, billing, eligibility, and student medical records unless such disclosures would be prohibited by state or federal laws protecting the confidentiality of medical records or other personal information, at provider's facility for compliance with its obligations hereunder upon request.
- C. District shall conduct its reviews and monitoring at intervals specified by mutual agreement of the parties.
- D. District, state or federal inspections or reviews may include, but not be limited to, inspection or review for:
 - 1. Adherence to eligibility determination procedures;
 - 2. Verification of student encounters and accuracy of applicable billing;
 - 3. Provision of appropriate care;
 - 4. Appropriate supervision, orientation, and training of all staff (including those in a volunteer capacity) in accordance with applicable Title 22 provisions And other applicable law;
 - 5. Adherence to Title 22 regulations and other applicable law related to provision of health care.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

19. Report and Records.

- A. Services Rendered. Provider shall maintain complete and accurate students encounter records including, but not limited to: name, sex, birth date, address, school of attendance, and third-party coverage as applicable. Provider shall also maintain complete and accurate medical records on all care delivered by Provider, in accordance with Titles 17 and 22, California Code of Regulations standards for clinic operations. 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, whichever is later. Medical records developed and maintained at the Mobile Health Center site shall be the property of the Provider. Provider shall be the custodian of records for the purposes of service of legal process relative to such records.
- B. Data Management Information Reports. Provider will submit management information reports, developed by the District in consultation with Provider, on a bi-annual basis (January and August), and as needed. See Exhibit B. Data from these 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 Mobile Health Centers' reporting on such areas as public access to health care; and engaging new funders in the partnership.
- 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.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

D. Employment Records. Provider shall maintain accurate and complete employment and other records of all services provided hereunder. Provider shall maintain on file for a period extending to at least five (5) years after the expiration 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.

E. Audit Reports. In the event that federal, state or local governments conduct an audit/compliance review of Provider's operations, Provider shall file a copy of such audit with District within ten (10) calendar days of receipt of audit report.

20. Confidentiality of Records. Provider and District recognize that records relative to students, maintained by them respectively, are confidential pursuant to applicable provisions of federal and state law, including but not limited to Health Insurance Portability and Accountability Act (HIPPA) and Family Education Rights And Privacy Act (FERPA). Provider and the District will work cooperatively on business agreements and parent permission processes that will allow sharing of information to coordinate care and facilitate evaluation.

21. Subcontracting. Provider shall not provide Services through other providers, agencies, or entities without prior written approval by the Director. Upon approval of any such arrangement by the Director, Provider shall obtain written agreements from the subcontractors to comply with the terms of this Agreement.

22. Community Participation. It is the intention of the parties that the community be involved in the development and execution of policies related to operation of the Mobile Health Center. District and Provider, therefore, shall establish a structure of one or more stakeholder advisory groups in which the parties will work jointly to

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

encourage participation by, and responsiveness to the suggestions of members of the advisory group who wish to engage in such collaboratives, as deemed necessary.

23. Furnishings and Equipment. Provider shall be responsible for ensuring the Mobile Health Center is properly equipped with all necessary furnishings, medical and related equipment and supplies.

A. District Property. District may, but is not obligated to, provide funds to purchase furniture and medical equipment dedicated to the Mobile Health Center use. All furniture and medical equipment purchased with such funds or invoiced to District shall be the property of District. Provider shall develop and maintain an inventory of all furnishings and medical equipment purchased with District Funds. Provider shall retain the record of each piece of medical equipment or furnishing for a period of five (5) years or until the date at which the piece of medical equipment becomes obsolete, whichever is longer. Such records are to be made available, upon request, for review by the Director.

B. Mobile Health Center Property. All other furniture and medical equipment is property of Provider.

C. Maintenance. Each party shall be responsible for the maintenance of its own furnishings and medical equipment.

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

25. Public Health Reporting Requirements. Provider shall comply with all reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

26. 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, such messages shall not mention the Los Angeles Unified School District without prior written authorization by the Director.

27. Insurance.

- A. Provider, if a Federally Qualified Health Center, may satisfy all, or a portion, of its insurance requirements under this Agreement by demonstrating that the Services contemplated by this Agreement are covered under the Federal Tort Claims Act (“FTCA”). If Provider claims such FTCA coverage, Provider shall provide proof thereof, in the form of a letter from an authorized representative of the federal government, stating the extent of the FTCA coverage for this Agreement, and reflecting clearly the categories of Provider health practitioners covered by the FTCA. Prior to the commencement of Services under this Agreement, Provider shall present District with the aforementioned letter, or, if not covered under FTCA, an original certificate of insurance, evidencing insurance coverage for General Liability, Workers’ Compensation and Professional Liability/Medical Malpractice providing the minimum overages described in subsection C below.

- B. In the event Provider’s coverage under FTCA lapses, it shall present District with an original certificate of insurance evidencing insurance coverage for General Liability and Professional Liability/Medical Malpractice and Workers’ Compensation as described above.

- C. Provider shall, at Provider’s sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

counsel fees) arising out of or in connection with Provider's fulfillment of any of its obligations under this Agreement or either party's use of the Services or any component or part thereof:

1. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000	per occurrence
\$ 100,000	fire damage
\$ 5,000	medical expenses
\$1,000,000	personal & adv. Injury
\$3,000,000	general aggregate
\$3,000,000	products/completed operations aggregate

2. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If Provider's Services involve use of vehicle(s) on District site(s) or providing transportation to District students, limits shall also include a general aggregate of no less than \$5,000,000.

3. Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A Statutory Limits

Part B \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

4. Errors and Omissions (Professional Liability/Medical Malpractice) coverage with the following limits:

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

\$1,000,000 per occurrence/ \$3,000,000 aggregate

5. Sexual Abuse and Molestation coverage with the following limits:

\$1,000,000 per occurrence/\$3,000,000 aggregate

6. Cyber Liability (Third Party) coverage of:

\$1,000,000 per occurrence / \$1,000,000 aggregate

7. Any deductible or Self-Insurance Retention (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require District approval.

D. Provider, upon execution of this Agreement and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to above shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or product liability. Premiums on all insurance policies shall be paid by Provider and shall be deemed included in Provider's obligations under this Agreement at no additional charge.

E. Provider shall provide thirty (30) days prior written notice to District of any impending cancellation or termination of such insurance. Each policy shall be issued by a reputable insurance company licensed to do business in California.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

F. 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.

28. General Indemnity. Provider shall, to the fullest extent allowed by law, indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission of Provider or its employees, agents (including interns), vendors, or contractors, or Provider's breach of its obligations under this Agreement. Provider shall not, under any circumstances, indemnify District or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission by District or its employees, agents, vendors or contractors or District's breach of its obligations under this Agreement.

District shall, to the fullest extent allowed by law, indemnify and hold Provider and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission by the District or its employees, agents, vendors, or contractors. District shall not, under any circumstances, indemnify Provider or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission or Provider or its employees, agents, vendors or contractors, or Provider's breach of its obligations under this Agreement.

29. Independent Contractor. While engaged in performance of this Agreement, Provider is an independent contractor and is not an officer, agent, or employee of the District.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

This agreement in no way creates an employee/employer relationship between Provider personnel and the District.

30. Charges for Mobile Health Center Services. No Pre-K through grade 12 student enrolled in a traditional educational program otherwise eligible for Mobile Health Center Services shall be denied such Services(s) due to inability to pay for same. Where some form of private insurance or comparable government benefit covers a recipient of Service(s), Provider shall be responsible for completing and processing such documentation necessary to obtain payment from such third-party payor sources. However, Provider shall not charge or bill the students' parents or guardians, or private insurance or comparable government benefit without written consent from said parents or guardians. 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 Director upon request.

31. Financial Responsibility and Support. The Parties intend to operate the Mobile Health Center with funds obtained through grants, donations and reimbursements. Provider and District will, both individually and jointly, use best efforts to pursue all available funding sources to maximize the Mobile Health Center's ability to provide adequate facilities and Services. Provider and District will inform each other in advance of fundraising efforts, e.g., donation solicitations, grant applications, so as to permit coordination, and avoid duplication of efforts.

At the conclusion of Provider's Services under this Agreement and any renewals thereof, Provider shall remit to District all donations/grants under its control which were received solely on condition that it/they be used for the School-Based Mobile Health Center program at the School(s), except to the extent that any grant source requires any remaining balance to be remitted to the grant source.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

32. 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 provision of the Services, including but not limited to HIPPA and FERPA. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements, if necessary.

33. 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 Director. Any delegation or assignment without such consent shall be null and void.

34. Termination.

A. Termination without Cause. Either party may terminate this Agreement without cause upon the provision of one hundred and eighty (180) days prior written notice to the other party.

B. Immediate Termination. In the event either party breaches this Agreement in a manner that involves a violation of any law or regulation applicable to this Agreement, the other party may terminate this Agreement immediately upon the provision of written notice thereto.

C. Termination with Cause.

1. In the event of any breach of this Agreement by either party, the non-breaching party may issue a Notice to Cure (labeled as such), identifying the breach and

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

directing the other party to cure its breach within the period specified in the Notice, which time period shall be not less than fifteen (15) calendar days.

2. If the noticed-party does not cure its breach to the satisfaction of the non-breaching party within the period stated in the Notice to Cure, the non-breaching party may issue a Notice of Default, specifying its effective date. Providers shall cease all work under this Agreement as of the effective date specified in the Notice of Default.

35. Waiver. A waiver by either party of a breach of failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

36. Notice. Any notice to District to this Agreement shall be in writing directed to:

Director, Student Medical Services and Medi-Cal Programs
Los Angeles Unified School District
333 S. Beaudry Avenue, 29th Floor
Los Angeles, California 90017
(213) 241-3872

Any notice to Provider pursuant to this Agreement, shall be directed to:

Provider: _____

Name/Title: _____

Address: _____

City, State, Zip: _____

Phone #: _____

37. Good Faith Resolution. The parties agree that, in the event any dispute arises concerning the terms of this Agreement or services to be provided pursuant to this

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

Agreement, the parties shall first attempt in good faith to resolve the dispute to their mutual satisfaction. Either party may initiate such informal process, by written notice given by the initiating party to the other party. If they are unable to resolve the dispute informally within thirty (30) calendar days, either party may terminate this Agreement pursuant to Section 34 (C), and/or seek any remedies available under the law. This section shall not be applicable to termination pursuant Section 34 A and 34 B.

38. Entire Agreement. This Agreement together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by both parties, constitutes the full and complete expression of the rights and obligations of the parties and supersedes all other agreements, written or oral, oral, here to fore made by the parties relative to operation of a School-Based Mobile Health Center at the School(s).

39. Amendments. This Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

40. Debarment, Suspension or Ineligibility for Award. By signing this Agreement, the Provider certifies that:

A. The Provider and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency and State agency.

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 statues relating to the submission of offers; or commission of

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and are not presently indicted for or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

41. Confidentiality of Agreement.

- A. This Agreement, 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 either the work and services provided hereunder or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as 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 conclusion of the performance 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 and shall provide a copy of such Agreement to District.

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

D. Provider or District 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 related to this Agreement without prior written approval of the other party.

E. Provider's and District's obligation of confidence with respect to information submitted or disclosed to Provider by District hereunder shall survive termination of this Agreement.

42. 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.

43. 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.

[Signature blocks on next page.]

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Office of the Chief Medical Director:

DATED _____

BY _____

Smita Malhotra, Chief Medical Director

Office of General Counsel:

DATED _____

BY _____

Marisa Montenegro, Assistant General Counsel II
(Approved as to form only)

Region: _____

DATED _____

BY _____

Signature-Region Superintendent

BY _____

Print Name- Region Superintendent

Provider:

NAME OF PROVIDER _____

PROVIDER ADDRESS _____

DATED _____

BY _____

Signature-Provider's Authorized Representative

BY _____

Print Name-Provider's Authorized Representative

BY _____

Title-Provider's Authorized Representative

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

Related Exhibits

EXHIBIT A: Service Delivery Application.

EXHIBIT B: Management Information Reports (Data)

EXHIBIT C: Contractor Code of Conduct

EXHIBIT D: N/A

EXHIBIT E: Consent form and release to share information form template(s)

EXHIBIT F: District Information Protection Policy, Bulletin 1077.2

EXHIBIT G: Code of Conduct with Students

EXHIBIT H: Telehealth Reference Sheet