

## STUDENT HEALTH CLINIC SERVICES AGREEMENT

This Student Health Clinic Services Agreement ("Agreement") is entered by and between Molina Medical Management Inc., ("Molina") a California corporation, and Compton Community College District, ("District") a California community college district, (collectively, "the Parties").

### RECITALS

- A. The purpose of this Agreement is to provide an opportunity for access to clinical and mental health services for those persons enrolled as active students at El Camino College Compton Center ("Compton Center").
- B. Concurrent with the execution of this Agreement, Molina and District have entered into a Ground Lease and Joint Occupancy Agreement wherein Molina will develop, design, construct and operate a health care clinic to be located at 1111 East Artesia Boulevard, Compton, California. Use of the space will be for the operation and delivery of a student health services clinic ("Clinic").
- C. Molina agrees to arrange for the delivery of certain medical and mental health care services at Clinic, to those students of Compton Center who qualify for care.

Now, therefore, in consideration of the promises, covenants and warranties stated herein, District and Molina agree as follows:

### ARTICLE 1 CLINICAL AND MENTAL HEALTH SERVICES

#### 1.) Molina Responsibilities.

1.1 Molina will arrange for the delivery of non-emergency clinical services ("Services") to be provided at Clinic for those students who are currently enrolled at Compton Center and who have paid a current health fees assessment. The Services to be provided at Clinic are as follows and more specifically described in Attachment A.

a. Clinical Care Services to include: assessment, intervention, and referral for health services, first aid and basic emergency care, health appraisal, and communicable disease control.

b. Support Services to include: maintenance of health records in a confidential and ethical manner, local referrals for laboratory, radiology, and/or pharmacy services.

d. Special Services to include: health education and promotion, teaching and research, student insurance programs, and environmental health and safety, family planning, including illness and injury prevention programs.

1.2 Student Eligibility Verification. Molina shall verify the eligibility of Students seeking care, prior to rendering services.

1.3 Clinic Staffing. The Clinic will be staffed by qualified practitioners to include a nurse practitioner and up to two Medical Assistants. All Clinic staff will be licensed and qualified under California law. Any ancillary staff provided by Molina will be appropriately supervised by qualified clinical staff. Molina shall provide the District documentation of the Molina employee assigned the responsibility for developing and directing the student health services, meets and maintains the minimum qualifications described in California Code of Regulations, Title 5, Section 53411.

1.4 Clinic Hours of Operation. The Clinic will be open for operation and providing services three (3) days a week as determined by Molina for the first year of the Agreement. Expansion of hours of operations is at the sole discretion of Molina for years two (2) of the Agreement and beyond.

#### 1.5 Recordkeeping

a. Maintaining Student Medical Record. Molina shall maintain a medical record for each Student to whom Molina provided Services. Molina shall open each Student's medical record upon the Student's first encounter at Clinic. The Student's medical record shall contain all information required by state and federal law, generally accepted and prevailing professional practice, and applicable government sponsored health programs. Molina shall retain all such records for as long as required under applicable law.

b. Confidentiality of Student Health Information. Molina shall comply with all applicable state and federal laws, District's policies and procedures, government sponsored program requirements regarding privacy and confidentiality of Students' health information and medical records, including mental health records. Molina shall not disclose or use Student names, addresses, social security numbers, identities, other personal information, treatment modalities, or medical records without obtaining appropriate authorization to do so. This provision shall not affect or limit Molina's obligation to make available medical records, encounter data and information concerning Student care to any authorized state or federal agency, or other providers of health care upon authorized referral.

c. HIPAA. To the extent Molina is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Molina shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality.

## ARTICLE 2 DISTRICT'S OBLIGATIONS

2.1 Compensation. District shall pay Molina in accordance with the terms and conditions of this Agreement and the compensation schedule set forth in Attachment B.

2.2 Student Eligibility Determination. District shall maintain data on Student eligibility and enrollment and will distribute the most recent eligible student information to

Molina. On or before the tenth day of each month, District shall provide Molina with Student membership information identifying all Students who are entitled to receive Services at Clinic for the applicable month. District shall promptly verify Member eligibility at the request of Molina. In the event Molina has not received such information, Molina will obtain verification of Student's eligibility from District prior to providing Services. Such verification may be by telephone. District shall promptly provide eligibility information to Molina during the hours of Clinic operation.

2.3 District is responsible for and shall pay for all costs and expenses relating to all utilities associated with operation of the Clinic.

### **ARTICLE 3 TERM AND TERMINATION**

3.1 Term. This Agreement shall commence on April 19, 2016, ("Effective Date") and shall continue in effect until such time as the Ground Lease and Joint Occupancy Agreement between District and Molina is terminated. In the event of termination of the Ground Lease and Joint Occupancy Agreement, this Agreement will terminate immediately.

3.2 Termination with Cause. In the event of a breach of any material provision of this Agreement, the party claiming the breach shall give the other party written notice of termination setting forth the facts underlying its claim(s) that the other party has breached the Agreement. The party receiving the notice of termination shall have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other party. During this thirty (30) day period, the parties agree to meet as reasonably necessary and to confer in good faith in an attempt to resolve the claimed breach. If the party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the party who provided the notice of termination shall have the right to immediately terminate this Agreement.

3.3 Termination Notification to Members. Upon receipt of termination by either District or Molina, District will inform affected Students of such termination.

### **ARTICLE 4 GENERAL PROVISIONS**

4.1 To the maximum extent permitted by law, Molina shall indemnify, defend and hold harmless the District, the District's Board of Trustees, and all members thereof and the District's employees, officers, agents, volunteers, and representatives from all claims, demands, losses, damages, actions, causes of actions and/or liabilities, including without limitation, attorneys' fees, which arise out of or are related in any manner to: (i) medical, mental health care and other services provided by or on behalf of Molina under this Agreement; or (ii) Molina's performance under this Agreement. Molina's obligations hereunder shall survive termination of this Agreement until barred by the applicable statute of limitations.

To the maximum extent permitted by law, the District shall indemnify, defend and hold harmless the Molina and Molina's employees, officers, agents, volunteers, and representatives from all claims, demands, losses, damages, actions, causes of actions and/or liabilities, including without limitation, attorneys' fees, which arise out of or are related in any manner to the District's performance under this Agreement. The District's obligations hereunder shall survive termination of this Agreement until barred by the applicable statute of limitations.

4.2 During the term of this Agreement, the District and Molina shall either be self-insured or maintain a comprehensive general liability insurance policy providing coverage for general liability, automobile liability, bodily injury and property damage.

1. Each Party shall procure and maintain, during the period of this Agreement, comprehensive general liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other Party in the following minimum amounts:
  - a. \$1,000,000 General Liability and Automobile Liability (Bodily injury, Property Damage, Liability, Personal & Advertising Injury) per occurrence.
  - b. \$2,000,000 General Aggregate
2. Policies or certificates evidencing each Party's coverage shall be filed with the other Party, shall include the other Party and an Endorsement specifically naming the other party as an Additional Insured, and shall be primary. Said policies or certificates shall provide 30 days written notice to the other Party prior to any material change, termination or cancellation.
3. The insurance limits referred to herein may be increased from time to time by mutual written, consent in accord with then accepted practice for California community college districts.
4. The Parties recognize that insurance practices and requirements of a District may differ from that of private parties and may change from time to time. During any period of time in which the Parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Authority with other public agencies, the Parties may meet their insurance requirements under this Section in the same manner.
5. Each Party shall procure and maintain, during the period of this Agreement, Workers' Compensation coverage including Employer's Liability as required by the State of California. Employer's Liability must reflect the following minimum limits:
  - a. Each Accident - \$1,000,000
  - b. Disease – Each Employee - \$1,000,000

c. Disease – Policy Limit - \$1,000,000

4.3 Relationship of the Parties. Nothing contained in this Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the parties. Nothing herein contained shall prevent any of the parties from entering into similar arrangements with other parties. Each of the parties shall maintain separate and independent management and shall be responsible for its own operations employees. Nor shall any third party have any right to enforce the terms of this Agreement.

4.4 Entire Agreement. This Agreement, together with attachments and incorporated documents or materials, contains the entire agreement between the parties relating to the rights granted and obligations imposed by this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement are of no force or effect.

4.5 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

4.6 Non-exclusivity. This Agreement shall not be construed to be an exclusive Agreement between District and Molina. Nor shall it be deemed to be an Agreement requiring District to refer Students to Molina for health care services.

4.7 Amendment. Molina may, without District's consent, immediately amend this Agreement to maintain consistency and/or compliance with any state or federal law, policy, directive, or government sponsored program requirement. Molina may otherwise amend this Agreement upon thirty (30) days prior written notice to District. If District does not deliver to Molina a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon District.

4.8 Assignment. District may not assign, transfer, subcontract or delegate, in whole or in part, any rights, duties, or obligations under this Agreement without the prior written consent of Molina. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of the Molina and District and their respective successors in interest and assigns.

4.9 Arbitration. Any claim or controversy arising out of or in connection with this Agreement shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions between appropriate representatives of the parties. Any remaining claim or controversy shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the American Arbitration Association (hereinafter "AAA") Commercial Arbitration Rules, then in effect, in San Diego County. If possible, the arbitrator shall be an attorney with at least fifteen (15) years' experience, including at least five (5) year

experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law or award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

4.10 Attachments. Each of the Attachments identified below is hereby made a part of this Agreement:

Attachment A – Compensation Schedule  
Attachment B – Clinical and Mental Health Services

4.11 Notice. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section. The addresses below shall be the particular party's address for delivery or mailing of notice purposes:

If to Molina:

Molina Medical Management, Inc.  
300 Oceangate Blvd., Suite 400  
Long Beach, CA 90802  
Attention: President

If to District:

Compton Community College District  
1111 E. Artesia Blvd.  
Compton, CA 90221  
Attention: Chief Business Officer

The parties may change the names and addresses noted above through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by U.S. Postal Service Express mail, Federal Express or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the United States Postal Service, Federal Express or overnight courier. If any notice is transmitted by facsimile transmission or



similar means, the notice shall be deemed served or delivered on the date on the facsimile confirmation receipt of the transmission, provided a copy is also delivered via delivery or mail.

**SIGNATURE AUTHORIZATION**

The individual signing below on behalf of District acknowledges, warrants, and represents that said individual has the authority and proper authorization to execute this Agreement on behalf of District and does so freely with the intent to fully bind District to the provisions of this Agreement.

**Compton Community College District**

**Molina Medical Management, Inc.**

Signature:		Signature:	
Signatory Name (Printed):	Mr. Felipe R. Lopez	Signatory Name (Printed):	Gloria Calderon
Signatory Title (Printed):	Chief Business Officer	Signatory Title (Printed):	President, mmm
Signature Date:	4/20/2010	Signature Date:	5/2/16
		Effective Date:	

**ATTACHMENT A**

**Clinical and Mental Health Services**

<b>Minor Illness Exam</b>	<b>Minor Injury Exam</b>	<b>Skin Condition Exam</b>	<b>Primary Care</b>	<b>Vaccinations (Additional Charge)</b>
Allergy Symptoms	Bug bites and stings	Acne	Cholesterol Screening	DTaP (Diphtheria, Tetanus, Pertussis)
Bronchitis / Cough	Minor Burns	Athlete's Foot	Diabetes Screening	Flu - Seasonal
Earache / Ear Infection	Minor Cuts & Lacerations	Cold Sores & Canker Sores	Diabetes Screening (Glucose)	Flu - High Dose
Flu-like Symptoms	Minor Wounds & Abrasions	Impetigo	Adolescent and Adult Physicals	Flu - Intradermal
Mononucleosis (Mono)		Lice	Camp Physical	Hepatitis A (Adult)
Motion Sickness Prevention		Minor Infections	College Physical	Hepatitis A (Child)
Sinus Infection / Congestion		Minor Rashes	Pap smears	TB Testing
Pink Eye & Styes		Poison Ivy / Oak	Sports Physical	Meningococcal
Sore Throat / Strep Throat		Ringworm	Ear Wax Removal	
Upper Respiratory Infection		Scabies	Pregnancy Status Testing	
Urinary Tract / Bladder Infection		Shingles	STD testing	
		Styes	High Blood Pressure Evaluation	
		Sunburn	Contraception Management	
		Swimmer's Itch		
		Wart Evaluation/Removal	Stress and behavioral medicine screening and treatment	



## **ATTACHMENT B**

### **Compensation**

District will provide Molina with a statement within ten (10) days from the beginning of each semester which includes the number of students enrolled at the Compton Center. District will pay to Molina the amount of Eleven Dollars (\$11.00) multiplied by the number of students enrolled for each of the fall, winter, and summer semesters. This amount will be paid regardless if a student has paid fees to the District.

This amount will be paid by District to Molina at no later than forty-five (45) days after the beginning of the following semester. Molina will send District a billing statement at the end of each semester which will include information such as the number of students seen during the prior semester.

