

STUDENT HEALTH CLINIC SERVICES AGREEMENT

This Student Health Clinic Services Agreement (“Agreement”) is entered as of October 16, 2018 by and between St. John’s Well Child and Family Center (“St. John”) a non-profit corporation, and Compton Community College District, (“District”) a California community college district, (collectively, “the Parties”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein.

RECITALS

WHEREAS, this Agreement is intended to provide an opportunity for students enrolled at the District’s Compton College to access clinical medical and mental health services at the Compton College campus (“Student Health Services”).

WHEREAS, the District has identified and designated a facility situated on the Compton College campus (“Clinic Facility”) suitable for operation of a Student Health Services clinic (“Clinic”) and delivery of Student Health Services; the location of the Clinic Facility is more particularly described and identified in the cross-hatched portion of the Compton College campus map attached hereto as Attachment A and incorporated herein by this reference.

WHEREAS, St. John is an IRC §501(c)(3) non-profit organization providing community health services through a network of Federally Qualified Health Centers and school-based clinics, serving patients in Southeast Los Angeles County, including Compton.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of acknowledged by the Parties, the Parties agree as follows.

1. ST. JOHN STUDENT HEALTH SERVICES.

- 1.1. General. St. John shall provide Student Health Services at the Clinic Facility for Compton College enrolled students who have paid the then current Compton College health fee assessment (“Eligible Student”). St. John shall provide and pay for personnel, materials, supplies, equipment, administrative support and other similar items or services necessary to provide Student Health Services and to complete St. John obligations under this Agreement.
- 1.2. Medical Clinical Services. St. John will provide Eligible Students with clinical medical services including full spectrum primary and preventative care, medications, and pharmacy dispensing, physical examinations, chronic disease care, and management, vaccinations, dental screenings (with direct referral to full-service dental services within four (4) miles of Compton College). Medical Clinical Services are more specifically described in Attachment B hereto (Clinical Services).
- 1.3. Mental Health Services. The scope and nature of mental health and substance abuse services to be provided by St. John under this Agreement will be mutually developed and agreed upon by St. John and the District and incorporated herein by a written amendment hereto.
- 1.4. Support Services. St. John will provide support services including maintenance of student health records in strict compliance with applicable laws, regulations and in a confidential and ethical manner, provide local referrals for laboratory, radiology, pharmacy, and other services as required or appropriate. Referrals shall be based on the availability of

resources, locality of services, services costs and other similar factors; referrals shall be based on the most suitable under the circumstances and shall include service providers not affiliated with St. John.

- 1.5. Special Services. St. John may provide Special Services relating to Student Health Services, including health education and promotion, teaching and research, student insurance programs, and environmental health and safety, family planning, and illness/injury prevention programs.
- 1.6. Eligibility Verification. St. John is solely responsible for verifying that services are only provided to Eligible Students and verifying Eligible Student status based on Student Eligibility Data provided the District pursuant to Section 2.2 of this Agreement. St. John is solely responsible for costs, fees, expenses for Student Health Services provided to ineligible individuals.
- 1.7. Clinic Staffing. All Clinic staff will be employed by St. John, qualified and licensed or certified as required by law to provide the Student Health Services (“Clinic Staff”). Clinic Staff shall include MDs or DOs or NPs; or PAs under the supervision of an MD or DO. St. John shall provide the District with documentation of the Clinic Staff assigned the responsibility for developing and directing the Student Health Services and who meets and maintains the minimum qualifications described in California Code of Regulations, Title 5, §53411. St. John is solely responsible for providing Clinic Staff with skills, experience, and knowledge necessary to provide Student Health Services.
- 1.8. Clinic Hours of Operation. The Clinic will be staffed and open for operation providing Student Health Services during the Compton College fall and spring academic semesters for 8 hours on Mondays, Tuesdays, Wednesdays, and Thursdays. Monday, Tuesday and Thursday hours of operation will begin no later than 9:00 A.M. and Wednesday hours of operation will end no earlier than 7:00 P.M. Hours of operation may be adjusted by mutual agreement of St. John and the District; provided that added or different hours of operation will not result in adjustment of the compensation due from the District to St. John hereunder.
- 1.9. Recordkeeping.
 - 1.9.1. Student Medical Records. St. John shall maintain a medical record for each Eligible Student for whom St. John provides Student Health Services. St. John will open a medical record upon each Eligible Student’s first encounter at Clinic. Medical records shall include all information required by state and federal law, generally accepted and prevailing professional practice, and applicable government-sponsored health programs. St. John shall retain all such records in such form and format for such duration required by applicable law.
 - 1.9.2. Confidentiality of Student Health Records and Information. St. John shall comply with all applicable state and federal laws, District policies and procedures, government-sponsored program requirements regarding privacy and confidentiality of student health information and medical records, including mental health records. St. John shall not disseminate, disclose or use student names, addresses, social security numbers, identities, other personal information, treatment modalities, or medical records except for purposes of providing Student Health Services. The foregoing obligations notwithstanding, St. John may make available medical records,

encounter data, and information concerning Student Health Services to authorized state or federal agency, or other providers of health care upon authorized referral.

- 1.9.3. HIPAA and FERPA. St. John shall comply with all applicable provisions of HIPAA and FERPA including, but not limited to, provisions relating to privacy, security, confidentiality and disclosure prohibitions.

2. DISTRICT

- 2.1. Clinic Facility License. The District licenses the Clinic Facility to St. John for use and occupancy by St. John while providing Student Health Services under this Agreement. St. John acknowledges that it has been afforded the opportunity to inspect the Clinic Facility and accepts the Clinic Facility as sufficient and suitable for providing Student Health Services in its existing “as is” condition. St. John acknowledges that the District makes no warranties or representations relating to the Clinic Facility or suitability thereof for providing Student Health Services.

- 2.1.1. Clinic Facility Use and Occupancy. St. John may use and occupy the Clinic Facility only for providing Student Health Services and only when providing Student Health Services. St. John may not use or occupy the Clinic Facility for any other purpose or at any other times. At expiration of the Term or the earlier termination of this Agreement, St. John shall vacate the Clinic Facility and surrender the Clinic Facility to the District in the condition existing at the commencement of the Term, reasonable wear and tear excepted. The District will designate six parking spaces for exclusive use by Clinic Staff, plus reasonable additional visiting staff parking as needed at no charge. The District shall have the sole discretion to determine the location(s) of such parking and/or to modify such locations from time-to-time. The District will provide reasonable access for all deliveries and vendor services to the Clinic Facility.

- 2.1.2. Clinic Facility Improvements. St. John shall use and occupy the Clinic Facility without modification to existing improvements within the Clinic Facility. The District is not responsible for alterations or other improvements in the Clinic Facility for St. John use and occupancy. St. John shall not modify or alter the Clinic Facility or any improvements therein without the prior written consent of the District, which may be granted, conditioned or denied by the District in the sole and exclusive discretion of the District.

- 2.1.3. Utility Services. The District will provide and pay for the use of 110-volt electrical service, hot/cold domestic water and sewer services for the Clinic Facility, with distributions thereof existing as of the date of this Agreement. The District is not responsible for additional or different utility services for the Clinic Facility.

- 2.1.4. Voice/Data/Internet Services. St. John is solely responsible for securing and paying for voice, data and/or internet services serving the Clinic Facility and for use by St. John while providing Student Health Services at the Clinic Facility. St. John shall not install or modify existing cabling or equipment for such services without the prior written consent of the District which may be granted, conditioned or denied in the sole and exclusive discretion of the District.

- 2.1.5. Furniture, Furnishing, and Equipment (“FFE”). St. John’s shall have use of all furniture, fixtures, and equipment currently in place at the Clinic Facility, as set forth in Attachment C hereto. All FFE items identified in Attachment C are the property

of the District and shall remain the property of the District during the Term hereof. Upon expiration of the Term of this Agreement, St. John shall surrender all FFE identified in Attachment C in the condition received, reasonable wear and tear excepted.

- 2.1.6. Facility Repair and Maintenance. Unless caused by St. John, the District is responsible for maintenance of the Clinic Facility, including structural systems, roof systems, mechanical, electrical and plumbing equipment/services serving the Clinic Facility. If maintenance or repair costs are the results of negligent, grossly negligent or willful conduct of St. John, St. John is responsible for repair/maintenance costs, fees, expenses, and other losses or damages.
- 2.1.7. Custodial and Janitorial Services. Except for medical waste, the District will provide Clinic Facility custodial and janitorial services two times per day during Clinic operations, consisting of non-medical waste removal, light cleaning, and restroom cleaning/re-stocking. Subject to availability of personnel, the District will assist St. John with clean-up/maintenance relating to emergencies.
- 2.1.8. Medical Waste. St. John shall segregate medical waste materials from other waste materials subject to District custodial services by separate containers prominently marked and noted as medical waste. St. John is solely responsible to arrange and pay for disposal of medical waste in accordance with applicable law and regulation.
- 2.1.9. Student Health Services Eligibility Determination. The District shall maintain data on Student eligibility and enrollment for Student Health Services (“Student Eligibility”). The District will distribute Student Eligibility Data to St. John monthly, by the tenth day of each month. St. John may request District verification of Student Eligibility and the District will promptly verify Student Eligibility. St. John and the District will mutually develop processes and procedures for verification of Student Eligibility.
- 2.2. Compensation. The District shall pay St. John for Student Health Services an amount equal to Eleven Dollars (\$11) per Eligible Student. Payment shall be made based on the number of Eligible Students determined at the conclusion of the registration period for each Compton College fall and spring academic semester, and the winter and summer terms; payment will be made within thirty (30) days after the number of Eligible Students is determined.

3. TERM AND TERMINATION

- 3.1. Term. The Term of this Agreement shall commence as of November 13, 2018, (“Effective Date”) and unless earlier terminated pursuant to the terms hereof, shall expire five (5) years thereafter on November 12, 2023.
- 3.2. Termination with Cause. In the event of a party’s breach of any material obligation of this Agreement, the non-breaching party shall give the other party written notice by certified mail and email of termination (“Termination Notice”) setting forth the basis for asserting the other party’s breach of its obligations under this Agreement. The party receiving the Termination Notice shall have thirty (30) days from the date of receipt thereof to remedy or cure the claimed breach. During this thirty (30) days period, the parties agree to meet and confer in good faith to resolve the claimed breach. If the party receiving the Termination Notice has not remedied or cured the breach within such thirty (30) days

period, the non-breaching party may thereafter terminate this Agreement by written notice by certified mail and email to the breaching party.

3.3. Termination for District Convenience. The District may, by written notice to St. John, terminate this Agreement for the convenience of the District and without fault or neglect of St. John. If the District’s written notice pursuant to the foregoing is issued during a Compton College academic semester, the effective date of termination of this Agreement shall be last day of the academic semester during which such written notice is issued. If the District’s written notice pursuant to the foregoing is not issued during a Compton College academic semester, the effective date of termination shall be ten (10) days after the date of such written notice.

3.4. Termination Notice to Eligible Students. Upon expiration of the Term of this Agreement or the earlier termination hereof, St. John will provide Eligible Students with written notice of the termination of Student Health Services; provided that any such notice shall be subject to prior review and consent of the District. St. John shall amend the notice of termination as necessary to obtain District consent thereto.

4. INSURANCE AND INDEMNITY

4.1. Insurance. During the Term of this Agreement, the District and St. John shall each obtain and maintain policies of insurance set forth herein.

4.1.1. St. John Insurance. St. John shall obtain and maintain the following policies of insurance with the minimum coverage limits noted below. Each policy of insurance shall be issued by an insurer authorized to issue insurance policies in the State of California, and A.B. Best rated at least A-/VII.

Insurance	Minimum Coverage Limit
Workers Compensation	In accordance with laws
Employers Liability	\$1,000,000
General Liability	\$1,000,000 per occurrence
	\$2,000,000 in the aggregate
Excess Liability	\$10,000,000
Automobile Liability	\$1,000,000 combined single limit
Medical Professional Liability	\$1,000,000 per claim
	\$2,000,000 in the aggregate
Excess Medical Professional Liability	\$10,000,000

4.1.2. District Insurance. The District shall obtain and maintain the following policies of insurance with the minimum coverage limits noted below. Policies of insurance may be obtained through commercial insurers or a joint powers authority to which the District is a party.

Insurance	Minimum Coverage Limit
Workers Compensation	In accordance with laws
Employers Liability	\$1,000,000
General Liability	\$1,000,000 per occurrence
	\$2,000,000 in the aggregate
Excess Liability	\$10,000,000

- 4.2. St. John Indemnity. St. John 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 and representatives from all claims, demands, losses, damages, actions, causes of actions and/or liabilities, including without limitation, attorneys' fees, which arise out of negligent, grossly negligent or willful conduct of St. John or its employees, officers, agents, contractors, vendors and representatives which relate in any manner to: (i) Student Health Services and other services provided by or on behalf of St. John under this Agreement; or (ii) St. John's performance under this Agreement. St. John's obligations hereunder shall survive expiration of the Term of this Agreement or the earlier termination hereof until barred by the applicable statute of limitations.
- 4.3. District Indemnity. The District shall indemnify, defend and hold harmless St. John and St. John's employees, officers, agents 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 negligent, grossly negligent or willful conduct. The District's obligations hereunder shall survive expiration of the Term of this Agreement or the earlier termination hereof until barred by the applicable statute of limitations.
- 4.4. Relationship of 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 intent and 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. No third party shall have any right to enforce the terms of this Agreement.

5. MISCELLANEOUS

- 5.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or St. John.
- 5.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of St. John and District hereunder.
- 5.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 5.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or St. John hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

- 5.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of St. John and the District. Neither St. John nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.
- 5.6. Authority. The individual(s) executing this Agreement on behalf of St. John warrant and represent that she/he are/is authorized to execute this Agreement and bind St. John to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he are/is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.
- 5.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth below. Notices delivered by U.S. Mail shall be by certified mail, return receipt requested, and postage fully pre-paid. Notices delivered by U.S. Mail are deemed effective the third (3rd) working day after the postmark date. Notices delivered by personal service are effective on delivery.

If to District:

President/CEO
Compton Community College District
1111 East Artesia Boulevard
Compton, California

If to St. John:

President/CEO
St. John's
808 W. 58th Street
Los Angeles, CA 90037

5.8. Disputes.

- 5.8.1. Continuation of St. John Services. Notwithstanding any disputes between District and St. John hereunder, St. John and District shall each continue to perform their respective obligations hereunder; including the obligation of St. John to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 5.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between St. John and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Los Angeles regional office of Judicial Arbitration and Mediation Services (JAMS) and the JAMS Commercial Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or St. John commencing binding dispute proceedings.
- 5.8.3. Binding Arbitration. Claims, disputes and other matters in controversy not resolved by the Mandatory Mediation shall be subject to resolution by binding arbitration conducted under the auspices of the JAMS Los Angeles regional office and the JAMS Commercial Arbitration Rules in effect at the time that a Demand for Mediation is filed.

5.9. Entire Agreement. This Agreement and the following are all of the documents forming a part of the Agreement. The foregoing constitutes the entire agreement and understanding between the District and St. John concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and St. John.

Attachment A Compton College Campus Map; Clinic Facility

Attachment B Clinic Services

Attachment C Clinic Facility District FFE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

District
Compton Community College District

By: _____

Title: _____

St. John
St. John's Well Child and Family Center

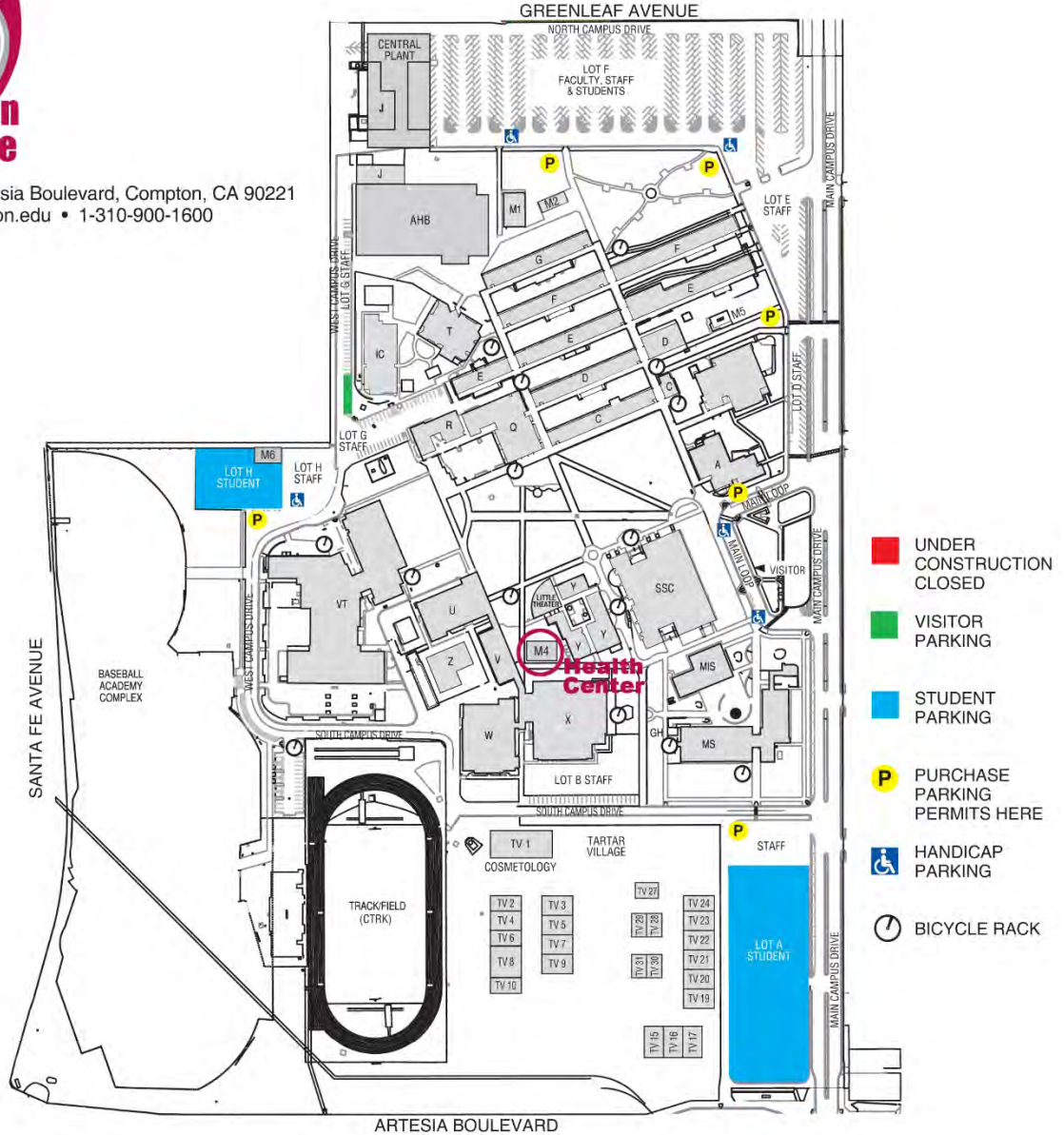
By: _____

Title: _____

ATTACHMENT A COMPTON COLLEGE CAMPUS MAP; CLINIC FACILITY



1111 E. Artesia Boulevard, Compton, CA 90221
www.compton.edu • 1-310-900-1600



ATTACHMENT B CLINIC SERVICES

Medical Services

Immunizations, primary care, and treatment, prescriptions, lab services, physical exams, STD/HIV testing and treatment, vision and hearing, women's health, birth control, prenatal control, nutrition, services for transgender individuals, HepC treatment, diabetes care and treatment, retinal screening, podiatry services.

Dental Services

Dental exams, regular and deep cleaning, fillings, sample extractions, children's dentistry, dental emergencies, oral health education.

Integrated Behavioral Health Services

Workshops, support groups, individual counseling, family and youth counseling, crisis intervention, autism, and developmental disabilities, substance abuse counseling.

Advocacy and Community Support Services

Health insurance enrollment, home visitation program, case management, parenting skills workshops, health education, Right to Health Committees advocating for community health, legal assistance, Trans*Empower job development, homeless services, early childhood support services.

**ATTACHMENT C
COMPTON COLLEGE
CLINIC FACILITY
DISTRICT FURNITURE, FURNISHINGS, EQUIPMENT, SUPPLIES**

See attached Compton College Health Center Inventory.



COMPTON COMMUNITY COLLEGE DISTRICT AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

The AGREEMENT originally made and entered on October 18, 2018, as amended on May 16, 2022 (collectively "AGREEMENT"), between the Compton Community College District, hereinafter referred to as ("DISTRICT"), and St. John's Well Child & Family Center Inc. hereinafter referred to as ("CONSULTANT") shall now be AMENDED as follows:

ARTICLE I - SCOPE AND SERVICES

In addition to the services currently provided above, and in relation to the in-person therapeutic services currently provided by St. John, St. John shall make available the following additional staff to provide integrated behavioral health services for an agreed-upon twelve-month period: (1) a Licensed Clinician (LCSW or LMFT) at 1 FTE. In addition to the hours of operation provided in Section 1.8, this additional staff shall ensure that the Clinic will be staffed for integrated behavioral health services during the Compton College fall and spring academic semesters from 8:30 a.m. to 5:00 p.m. via telehealth and/or face-to-face on Monday through Friday; hours of operations may be adjusted by mutual agreement of the Parties. The District shall pay St. John the aggregate annual amount of \$135,000 for such additional services, together with outreach materials provided by St. John, over an agreed-upon twelve-month period; the Parties shall agree upon the start of such twelve-month period. The District shall pay St. John in two equal payments, with St. John invoicing the District for the past semester completed, and the District paying no later than sixty (60) days from the last school day of the just completed semester. With the addition of staff, the Parties can further expand opportunities for Eligible Students to access mental health services. The Parties shall also cooperate to expand mental health workshops to be conducted monthly, with more incentives for Eligible Students to attend."

ARTICLE III TERMS AND CONDITIONS

1. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT. This is the first amendment to the agreement, it is in the amount of 135,000.00 and will increase the maximum approved compensation from \$ 55,000.00 to 190,000.00.
2. PERIOD OF PERFORMANCE. The Period of Performance shall remain the same.

All other contractual obligations of the AGREEMENT not amended hereby shall remain unchanged and in full force and effect.

District's Requestor

Date

The parties, through their authorized representatives, have executed this AMENDMENT TO THE AGREEMENT as of May 16, 2022.

COMPANY

COMPTON COMMUNITY COLLEGE
DISTRICT

By: _____

Dr. Abdul Nasser
Vice President, Administrative Services

Date

Date

Date Approved
By Board, if Required
