

MOBILE HEALTH CARE
Mobile Health Care Services Agreement

THIS MOBILE HEALTH CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of June 1, 2008 by and between the Anaheim Union High School District, hereinafter referred to as the "District" and Children's Hospital of Orange County, a California nonprofit corporation, hereinafter referred to as "CHOC," with reference to the following facts:

A. The District is the owner and operator of multiple schools serving school students in pre-school through grade twelve.

B. CHOC operates a licensed community clinic (the "Clinic") specializing in pediatric care located at *406 S. Main St., Santa Ana, CA, under the name "Clinica CHOC Para Ninos."*

C. CHOC Mobile Clinics provide health care under its Clinic license in Orange County, California using three motorized vehicles (the "Mobile Clinics") which each includes one or more examination/treatment rooms.

D. The District desires that CHOC provide primary and/or asthma care services in the Mobile Clinics at various schools operated by the District, and CHOC desires to provide such services at such locations in the Mobile Clinics, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date first set forth above. This Agreement shall continue for a period of one (1) year, and thereafter automatically shall be extended for additional terms of one (1) year each without the necessity of notice or any other action by either party, unless terminated by either party upon ninety (90) days' prior written notice to the other party at any time during the initial term or any extended term of this Agreement.

2. Mobile Clinic Health Care Services.

CHOC shall provide the mobile health care services to students in the District in one or all of the Mobile Clinics, which shall be parked at various schools within the District, as described in greater detail herein. CHOC shall commence rendering services on the date as agreed upon by the parties, pursuant to the schedule referenced in paragraph 4.d of this Agreement.

3. Staffing.

a. CHOC shall staff the Mobile Clinics with qualified professional staff who shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

b. CHOC shall designate one physician to serve as the Medical Administrative Director of the health services. The Director shall be responsible for administrative matters relating to the provision of services in the mobile medical clinic, subject to the direction of the President and Chief Executive Officer of CHOC or her designee.

c. All nursing personnel and medical assistants shall be under the supervision of a physician engaged by CHOC, under the overall supervision of Director who shall be responsible for the performance of the nursing personnel and medical assistants.. Such physician or the Director shall be available by telephone to consult with nursing staff and medical assistants at all hours of the mobile medical clinics' operation.

d. In connection with CHOC's provision of mobile health care services hereunder, the District's responsibilities shall be for maintaining accessible, safe conditions at the school sites and providing 220 electrical outlet access for the mobile unit. Additionally, van staff will have access to site restrooms and break rooms while on site providing services.

4. Services.

a. The mobile health care services provided under this Agreement are treatment of comprehensive asthma care, minor medical conditions, acute & well-child physical examinations, adolescent services, immunizations, and appropriate medical referrals for follow-up care, and writing prescriptions for, which may or may not include dispensing medication.

b. Nursing and medical assistant services provided by CHOC under this Agreement shall be limited to services necessary in direct support of care rendered at the Mobile Clinics and related activities and shall not replace the functions of regular school nurses.

c. All services provided shall require written consent from a parent or guardian of the student on CHOC's Parent/Guardian Consent Form. CHOC shall maintain such consent in its records. Should families choose to participate in IRB approved research protocols conducted on the Mobile Clinics, families will be provided with a separate informed consent agreement in which to sign. Regardless if families choose to participate in research they will be provided with all services necessary as per this agreement. Participation is strictly voluntary.

d. The schools at which the mobile unit services shall be provided initially are identified in Exhibit A hereto. CHOC and the District shall arrive at a schedule for the provision of services at these schools, which may change from time to time as mutually agreed upon in writing by the parties. Additionally, the schools at which services shall be provided may change from time to time, as mutually agreed upon in writing by the parties. Upon CHOC's written request, the District shall provide written consent for CHOC to park the Mobile Clinics at specific locations at such schools designated by CHOC and the District for the purpose of

providing mobile health care services, and CHOC may provide such documentation to the Department of Health Services, the fire department, or other government or city/county agency, if and as required.

e. The parties acknowledge that as part of its community outreach program, CHOC's Mobile Clinics may serve other sites in the community that are not owned or operated by the District, where there are children in need of such services.

f. CHOC may operate the mobile unit services under the name "CHOC Breathmobile and/or Healthy Tomorrows Mobile Health Clinic" or other names. The parties acknowledge that during the term of this Agreement and thereafter, CHOC may inscribe such name on its Mobile Clinics and may use such name in connection with the mobile health care services it provides in such Mobile Clinics, which may serve sites in the community that are not owned or operated by the District. District acknowledges that it has not been conferred any rights to such name.

5. Community Participation.

a. The District intends that the school community be involved in the development and execution of policies related to the operation of the mobile health clinics. The District expects to empower parents to be the primary caregivers of their children through comprehensive health education, through improved home health practices of the parents and increased cultural sensitivity of service providers with emphasis on parental role as a primary caregiver. The District further desires to increase parent enrollment in state and federally funded health care programs and to shift emphasis from acute care treatment in emergency settings to preventive care through focus on early intervention.

b. CHOC agrees to cooperate with the District in fulfillment of these goals.

6. Independent Contractors.

a. In the performance of this Agreement, CHOC and the District are at all times acting and performing services as independent contractors. No party to this Agreement nor any of its agents shall have any claim under this Agreement or otherwise against any other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance or employee benefits of any kind.

b. The District shall neither have nor exercise any control or direction over the specific methods by which CHOC or its employees or independent contractors shall perform professional services under this Agreement.

c. CHOC may subcontract with other persons, corporations, or other entities to perform any part of its obligations under this Agreement.

7. Billing.

CHOC is entitled to bill and collect (or arrange for billing and collection) for its own account, to the extent permitted by law, Medi-Cal, CHDP, and other payors, as applicable, for all services provided hereunder. The District shall promptly turn over to CHOC all checks and other instruments of payment, if any, received from any payor for mobile health care services performed hereunder.

8. Other Financial Support.

a. It is anticipated that ongoing financial support for the mobile clinics shall require funds in addition to those as set forth in paragraph 7.

b. The District and CHOC may jointly and individually pursue potential funding sources so as to maximize the facilities and services offered by the mobile clinics.

c. At the conclusion of this Agreement, CHOC shall retain all donations/grants under its control which were received solely on the condition that they be used for the purposes covered by this Agreement, except to the extent that any grant source requires any remaining balance to be remitted to the source.

9. Insurance.

a. Prior to commencement of mobile clinic operation, CHOC shall present the District evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. CHOC shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. CHOC shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/ Annual aggregate.

b. CHOC shall maintain the foregoing insurance, naming the District as an Additional Insured, in effect at all times during the life of this Agreement and shall provide the District with certified policy endorsement(s) specifying that the District will be notified at least 30 days prior to cancellation, non-renewal, or material change of policy.

c. The District warrants that it is self-insured with reserves in excess of \$1,000,000.

10. Best Efforts to Provide Services.

CHOC shall use its best efforts to provide services in accordance with this Agreement and any schedule to which the parties shall agree. Notwithstanding the foregoing, CHOC shall not be liable to the District for failure to provide services hereunder or in accordance with such schedule, or for the services provided by nurse practitioners or by physicians pursuant to this Agreement.

11. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party except as expressly permitted by the terms of this Agreement.

12. Medical Records.

All patient records and charts of mobile clinic patients shall be and remain the property of CHOC. The District and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act (" HIPPA ") as set forth in Exhibit B attached hereto and incorporated herein by reference.

13. Nondiscrimination.

CHOC shall not discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or handicap in employment or in the operation of its mobile units pursuant to this Agreement.

14. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, the prevailing party in any civil action or arbitration shall be awarded attorneys' fees and costs of suit.

15. Termination.

Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of CHOC.

16. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to the District:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: Superintendent

If to CHOC:

Children's Hospital of Orange County
455 South Main Street
Orange, California 92868
Attn: Executive Vice President & Chief Operating Officer

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in paragraph 16.

17. Entire Agreement; Amendment.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by the party to be bound. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of California.

18. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

CHILDREN'S HOSPITAL
OF ORANGE COUNTY

By: Debra Matthias

Printed Name: Debra Matthias

Title: Executive V.P. and C.O.O.

Exhibit A

MOBILE HEALTH CARE

Anaheim Union High School District

Current Locations covered under this agreement:

School Name:	Sycamore Junior High
Address:	1801 E. Sycamore Street
City, State, Zip Code:	Anaheim, CA 92805
Principal/ Contact Name:	Manuel Colon
Phone Number:	714-999-3617

EXHIBIT B
CHOC HIPAA COMPLIANCE AMENDMENT
FOR BUSINESS ASSOCIATES

This CHOC HIPAA Compliance Amendment for Business Associates (“Amendment”) by and between **Children’s Hospital of Orange County** (“Covered Entity”) and Anaheim Union High School District (“Business Associate”) is effective as of June 1, 2008 (the “Effective Date”). The Amendment shall amend and modify that certain Agreement for Mobile Health Clinic Services (“Agreement”) entered into on June 1, 2008 to include the following article.

Article: Compliance with HIPAA

I. Relationship of the Parties

Covered Entity may disclose certain information, some of which may constitute Protected Health Information (“PHI”) to Business Associate pursuant to the terms set forth in this Amendment. Both parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Amendment in compliance with the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), and the regulations promulgated there-under by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations (“CFR”), part 160 and part 164, as the same may be amended from time to time (“Privacy and Security Rules”).

II. Definitions

Terms used herein, but not otherwise defined, shall have the same meaning as those terms in the Privacy and Security Rules including but not limited to 45 CFR 160.103 and 164.501.

a. Designated Record Set: A group of records maintained by or for a Covered Entity that is the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

b. Disclosure: with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside Business Associate’s internal operations or to other than its employees.

c. Electronic Media: means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable /transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered

to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

d. Electronic Protected Health Information: Protected Health Information that is transmitted or maintained in Electronic Media.

e. Individual: the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

f. Protected Health Information “PHI”: Individually identifiable health information that is transmitted by electronic media, maintained in any medium described in the definition of electronic media, or transmitted or maintained in any other form or medium, including demographic information collected from an individual; is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Protected Health Information.

g. Security Incident: the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

h. Use or Uses: with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within Business Associate’s internal operations.

III. Obligations of Business Associate

a. Permitted Use and Disclosure of PHI: Business Associate agrees not to use or further disclose PHI other than as provided for in the Agreement and as required by law. Except as otherwise limited, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified pursuant to the Agreement provided that such Use or Disclosure would not violate the Privacy or Security Rules if done by Covered Entity.

b. Safeguards: Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of PHI other than as provided for herein. Specifically as to Electronic Protected Health Information, Business Associate warrants that it shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

c. Reporting Non-permitted Use or Disclosure and Security Incident: Business Associate agrees to report to Covered Entity within a reasonable amount of time any use or disclosure of PHI not provided for in the Agreement or herein of which Business Associate becomes aware. Specifically as to Electronic Protected Health Information, Business Associate shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

d. Subcontractors: Business Associate agrees to ensure that any agents or subcontractors to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees with the Business Associate in writing to the same restrictions and conditions that apply herein to Business Associate with respect to such information.

e. Disclosure to U.S. Department of Health and Human Services: Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Hospital (or created, received, and/or transferred by Business Associate on behalf of Hospital) available to Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

f. Access to PHI: To the extent applicable, Business Associate shall, within the time and manner designated by Covered Entity, provide access to PHI in a Designated Record Set to Covered Entity, or as directed by a Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Documentation of Disclosures: Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

h. Provision of Documentation of Disclosure: Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, related to Business Associate's obligation to document disclosures, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures for PHI in accordance with 45 CFR 164.528.

i. Amendment to PHI: To the extent applicable, Business Associate agrees to make amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

j. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements set forth herein.

IV. Obligation of Covered Entity

a. Obligation of Covered Entity: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of PHI that would affect Business Associate's performance of the services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

V. Termination.

a. Termination for Cause: In addition to and notwithstanding the termination provisions set forth in the Agreement, upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

i. notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement upon written notice to Business Associate;

ii. upon written notice to Business Associate, immediately terminate this Agreement if Covered Entity determines that such breach cannot be cured; or

iii. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

b. Disposition of PHI Upon Term: Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Protected Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Protected Health Information. However, if the Business Associate determines that neither return nor destruction of Protected Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Protected Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Protected Health Information, and (b) further limits Uses and Disclosures of Protected Health Information to those purposes that make the return or destruction of Protected Health Information infeasible.

V. Additional Provisions Related to HIPAA.

a. Amendment to Comply with HIPAA and the Privacy Rule: Notwithstanding the general amendment provision contained within the Agreement, the parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules.

b. Interpretation: Any ambiguity in this Amendment shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules and applicable state laws.

c. Survival: The respective rights and obligations of Business Associate entitled "Termination" under this specific article shall survive the termination of the Agreement.


d. Regulatory References: A reference in the Amendment to a section of the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

e. Governmental Sanctions: Business Associate represents and warrants that it and personnel providing the services pursuant to the Agreement shall not at any time have been sanctioned by a health regulatory agency.

f. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be signed as of the date first above written.

"Covered Entity"

By: 

Name: Debra Mathias

Its: Executive V.P. & Chief Operating Officer

Date: 6/20/08

"Business Associate"

By: _____

Name: _____

Its: _____

Dates: _____