

MEMORANDUM OF UNDERSTANDING

PARTIES: Planned Parenthood Mar Monte (**PPMM**)
1691 The Alameda
San Jose, CA 95126
408.396.2765

AND

Las Positas College (**AGENCY**)
3000 Campus Hill Drive
Livermore, CA 94551
925.424.1630

COMMENCING: January 20, 2012

DESCRIPTION/BACKGROUND FOR ENTERING INTO THIS MEMORANDUM OF UNDERSTANDING (MOU):

PPMM would like to enter into a MOU with **AGENCY** to provide family planning and women's health services to students at Las Positas College. **PPMM** would set up a satellite office in the Las Positas College Student Health and Wellness Center (SHWC) to provide these services to students one day a week, on Fridays.

TERMS:

1. **AGENCY** agrees that **PPMM** shall provide medical and educational services to **AGENCY** on the **AGENCY'S** site at 3000 Campus Hill Drive, Livermore, CA 94551. **PPMM** and **AGENCY** shall have agreed upon the scope of services and schedule for service delivery and their agreement is set forth on Exhibit A to this MOU.
2. **PPMM** shall operate under Planned Parenthood approved medical and education protocols in the provision of services, including appropriate testing and treatment, and provision of medications or contraceptive supplies and/or education materials.
3. **PPMM** agrees that it will provide these services as an Independent Contractor, and not as an agent, employee, partner, or representative of **AGENCY**. Nor, is **AGENCY** an agent, employee, partner, or representative of **PPMM**.
4. **AGENCY** agrees to provide the following services without charge and in relation to this MOU and **PPMM's** provision of services: rent, phone, utilities, and other applicable facility-related services. Agency agrees to provide proof of fire permit to provide public services at the site. **PPMM** agrees that it will provide adequate staffing to achieve the services described on Exhibit A. **PPMM** will be responsible for compensation and benefits, as appropriate, for such staff. **PPMM** will also be responsible for providing necessary supplies and other materials for the provision of services. **PPMM** will retain revenue received from fees rendered for services to **AGENCY** clients and third-party payments will be retained to offset **PPMM** expenses related to services provided to **AGENCY** clients.

5. **AGENCY** agrees to indemnify, defend, and hold harmless **PPMM**, its directors, officers, agents and employees, from any claims, expenses, liabilities, or damages that **PPMM** may incur arising out of or relating to any breach of this Agreement by **AGENCY** or **AGENCY's** failure to properly perform its duties hereunder. **PPMM** agrees to indemnify, defend, and hold harmless **AGENCY** from any claims, expenses, liabilities, or damages that **AGENCY** may incur arising out of or relating to any breach of this Agreement by **PPMM** or **PPMM's** failure to properly perform its duties hereunder.

6. **PPMM** shall secure and maintain in full force and effect during the full term of this Agreement professional liability insurance in the amount of at least \$1 million/\$3 million, which covers the liability assumed under this Agreement. **AGENCY** also shall carry insurance in the amount of \$1 million/\$3 million, which covers the liabilities assumed under this Agreement. Proof of insurance will be required upon request by either party.

7. The term of this Agreement shall begin as of the date of commencement noted above and will continue until it is terminated by **AGENCY** or **PPMM**. Either party may terminate this Agreement immediately upon written notice to the other, in the event of a material breach of this Agreement by that other party; otherwise, either party may terminate this Agreement without cause by giving a 30-day written notice of termination.

8. **AGENCY** agrees that during the term of this Agreement, and at all times thereafter, it will not disclose to any other person or entity any confidential or proprietary information of **PPMM**.

9. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is written and signed by **AGENCY** and authorized **PPMM** representative.

The signatures below acknowledge acceptance of the terms of this Agreement.

 Planned Parenthood Mar Monte Representative (**PPMM**)

 Date

 Printed Name and Title

 Las Positas College Representative (**AGENCY**)

 Date

 Printed Name and Title

MEMORANDUM OF UNDERSTANDING

Exhibit A

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Scope of Medical Services:

The following services are available to female and male students through the Satellite Services Program:

- Pregnancy testing
- Contraceptives, including hormonal contraceptives and condoms
- STD testing and follow-up
- Emergency contraception
- Rapid HIV testing
- Birth Control and STD education and counseling
- Family PACT eligibility screening and certification
- Referrals for comprehensive reproductive and primary care
- Other services and exams may be available dependent on the facility

Satellite Service sites typically provide only a limited number of services. If patient presents with symptoms of an infection, or if their needs are beyond the capabilities of the site or standards of practice, patients are referred to a **PPMM** health center or other appropriate community resource that is equipped to diagnose and treat these health issues.

Schedule of Service Delivery:

Every Friday throughout the academic year, not including summer semester.

Fees:

There will be no fees charged to PPMM associated with the provision of its services, as outlined above unless indicated on Exhibit A.