

STUDENT HEALTH CENTER AGREEMENT

This Student Health Center Agreement (“Agreement”) made and entered into the 1st day of July, 2012 as amended and restated by and between Chabot-Las Positas Community College District (“College District”) and ValleyCare Health System.

RECITALS

WHEREAS, College District is a public institution of higher education. It is comprised of two college campuses. This Agreement is only effective for the one identified as Chabot College (“Chabot”) located at 25555 Hesperian Blvd., Hayward, California (the “Campus”);

WHEREAS, Chabot wishes to establish and operate a health care center on its Campus to provide health care services including non-emergency medical care, health care guidance, medical referral services and preventive health care services to its students (“the Health Center”);

WHEREAS, ValleyCare Health System is the owner and operator of a licensed general acute care hospital located at 5555 W. Las Positas Blvd., Pleasanton, California.

WHEREAS, Chabot wishes to engage the specialized skills and knowledge of ValleyCare such as personnel, administrative and other support services as are necessary to assist Chabot in the successful operation of the Health Center and the delivery of health care services to its students;

WHEREAS, ValleyCare, and College have determined that both their missions can be achieved more effectively through mutually beneficial relationship that links together the unique capabilities of each party;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Chabot and ValleyCare hereby agree as follows:

ARTICLE 1. HEALTH CENTER FACILITY OPERATIONS

1.01. Services. The Health Center shall provide to the students of Chabot the following services (referred to hereinafter collectively as “Health Center Services”). Health Center Services refers exclusively to those services provided to students of Chabot.

- A. Non-emergency care of mild acute infections and minor injuries and illnesses (“Primary Care Services”) including evaluation, treatment and prescription, distribution of over the counter medications during posted office hours.
- B. Screening and referral services to local health care providers, physicians, therapists, and other health care professionals where necessary and appropriate. Where appropriate, students will be referred to their established health providers or personal physicians.

- C. Preventative health information and screening, including but not limited to: blood pressure screening, smoking cessation program, substance abuse information, tuberculosis screening, cholesterol screening, AIDS, HIV, and STDs.
- D. Provide health education, prevention information, materials and programs.
- E. Provide low cost services for: pregnancy testing (on site), immunizations (on site), flu shots (on site), TB testing (on site), lab work (off site – 3 locations to be distributed to student at time of referral).

1.02 Facility Operations:

- A. The Health Center shall be under the overall direction and supervision of a medical director, who shall be a licensed physician qualified to practice medicine in the State of California. The Health Center shall be staffed during all hours of operation by a nurse practitioner qualified to provide Primary Care Services and other Health Center Services.
- B. Hours of operation for the Health Center shall be a minimum of **thirty six (36)** hours per week including evening hours during the regular scheduled academic calendar on a regular and posted schedule. Depending upon volume, the hours may be changed by mutual agreement of the parties.
- C. The Health Center shall serve students officially enrolled for semesters at College exclusively, and shall not be available to, or provide health care services for, or on behalf of any other persons.

ARTICLE 2. VALLEYCARE HEALTH SYSTEM SERVICES

- 2.01 Medical Director: ValleyCare shall provide the services of a physician to serve as the “Medical Director” of the Health Center, at ValleyCare’s sole expense. If the Medical Director is terminated or resigns, ValleyCare shall provide an interim Medical Director qualified with the same criteria as the previous Medical Director.

The Medical Director’s duties shall include, but shall not be limited to, supervising all Health Center Services, developing performance standards for Health Center personnel to ensure quality patient care, assuring that Primary Care Services are available at the Health Center during all hours of operation, and approving referrals of Health Center patients to other health care professionals as appropriate. At all times during the term of this Agreement, the Medical Director shall be duly licensed and qualified to practice medicine in the State of California and a member in good standing on the Medical Staff of ValleyCare and shall be subject to the approval of the College. The duties of the Medical Director pursuant to this Section

may be performed by a designee of the Medical Director. At no time will the Medical Director, designee, or other personnel under this Agreement be considered employees of the College District.

ValleyCare will require the Medical Director and designee to abide by the College District's Board Policy and Regulations Manual.

2.02. Non-Physician Personnel: ValleyCare shall also provide a nurse practitioner, at ValleyCare's sole expense, experienced in preventative diagnostic treatment. All non-physician personnel shall be licensed and/or certificated as required, and shall only provide services within the scope of such license or certification.

At no time shall any non-physician personnel supplied by ValleyCare be considered employees of College District. However, the ValleyCare Nurse Practitioner will be limited to attend and participate in any and all Chabot College faculty meetings.

ValleyCare will require all non-physician personnel supplied under this Agreement to abide by the College District's Board Policy and Regulations Manual.

ValleyCare shall provide 1.0 FTE (full-time-equivalent), .5 FTE (part-time-equivalent) and thirty (30) hours clerical staff.

2.03. Supplies and Equipment: ValleyCare shall furnish the Health Center with such equipment and supplies as are necessary for the provision of Health Center Services. ValleyCare shall maintain all equipment in good order. If ValleyCare purchases initial capital equipment (e.g., examination table, chairs, file cabinets, etc.), repayment of total sum of equipment will be repaid to ValleyCare from excess student fees remaining from year to year until repaid, and repair, and replace any equipment which becomes worn out or obsolete, subject to budgetary constraints. ValleyCare shall consult with Chabot from time to time regarding the performance of its objections pursuant to this Section. It is understood when ValleyCare has been reimbursed for initial capital equipment and/or replacement equipment, said equipment will belong to College District.

2.04. Other Services: ValleyCare shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records as necessary in the operation of the Health Center.

2.05. Reports and Records: ValleyCare shall prepare written records and reports of Health Center Services performed herein. ValleyCare shall also prepare records and reports documenting all costs incurred by ValleyCare in providing services hereunder. Such reports shall be provided to Chabot within a reasonable time from Chabot's request.

2.06. Waste Disposal: The disposal of medical or hazardous waste generated by ValleyCare shall be the sole responsibility of ValleyCare and shall be disposed of in accordance with all applicable laws. Normal office operation related trash will be disposed of by Chabot.

2.07. Physician Referral: ValleyCare shall arrange for local physicians to be available to provide professional medical services to Chabot students who are in need of more extensive medical care than is provided at the Health Center and who do not have an established relationship with a physician or other appropriate health care provider. The physicians shall be members in good standing of ValleyCare's medical staff but students shall not be required to use the services of the referral physician.

ARTICLE 3. CHABOT COLLEGE DUTIES

3.01. Operation: Chabot shall have overall responsibility and administrative control with respect to all aspects of the operation of Health Center.

3.02 Health Center Space and Parking: Chabot shall, at its expense, furnish space, temporary walls, window coverings, floor coverings, and utility hookups that are adequate to provide Health Center Services to students and which are acceptable to ValleyCare and Chabot. Said space is hereinafter referred to as "Health Center Space".

Additionally, Chabot shall, at its expense, provide parking space for ValleyCare professional staff while they are working in the Health Center. Chabot shall, at its expense, additionally provide non-reserved temporary parking spaces for ValleyCare professional staff while they are working in the Health Center.

On the last day of the term hereof, or on any sooner termination, ValleyCare shall surrender the Health Center Space to Chabot in the same condition as received, ordinary wear and tear excepted but clean and free of debris. Any damage or deterioration of the Health Center Space shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by ValleyCare. Except as otherwise stated in the Agreement, ValleyCare shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Health Center Space and in good operating condition.

3.03. Alterations and Additions: ValleyCare shall not, without Chabots' prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Health Center Space or other College Property. As used in this Section, the term "Utility Installation" shall mean carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunications wiring and equipment. At the expiration of the Agreement, Chabot may require the removal of any or all of said alterations, improvements, additions or utility installations, and the restoration of the Health Center and College Property, to their prior condition, at ValleyCare's expense.

Any alterations, improvements, additions, or utility installations in or about the Health Center or other Chabots' property that ValleyCare shall desire to make shall be presented to Chabot in written form, with proposed detailed plans. If Chabot gives its consent to ValleyCare making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon ValleyCare acquiring all necessary permits to do so from the applicable

governmental agencies, furnishing a copy thereof to Chabots' prior to the commencement of the work, and compliance by ValleyCare with all conditions of said permit in a prompt and expeditious manner.

ValleyCare shall provide Chabot with as-built plans and specification for any alterations, improvements, additions or utility installations.

3.04. Chabot College Expenses: Chabot will provide ValleyCare reasonable postage expenses which are specifically related to the services at the Health Center. ValleyCare shall have reasonable access to, for Health Center Services related matters only, the Chabot print center and program facilities. Chabot shall provide reasonable student help, reasonable telephone charges, janitorial services, and reasonable utilities. These expenses shall be paid for from Student Health Fees as appropriate. Disbursements to ValleyCare under Section 4.02 of this Agreement, shall reflect a deduction for expenses paid under this Section.

3.05. Non-Reimbursable Expenses: All other expenses incurred by ValleyCare as part of it providing services in accordance with this Agreement shall be the sole responsibility of ValleyCare, unless expressly provided for in this Agreement.

3.06. Student Fees: In order to provide funding for the Health Center, Chabot shall collect a student health fee ("Student Fee") as authorized by the College District's Board of Trustees from each student of Chabot during registration for each academic session. Chabot may grant exemptions from the payment of fees for students on financial aid, students who take classes only off campus, students who take classes only on the weekends when the Health Center is closed, or students who rely on only prayer for healing.

Disbursements to ValleyCare under Section 4.02 of this Agreement shall be derived solely from the Student Fees in this Section. Both parties understand that no time will the student fee for Health Center privileges enable the student to obtain transportation to an offsite Health Care Facility. All offsite travel is the sole responsibility of the student.

3.07. Separate Funds: Pursuant to Section 547.000 of Title 5 of the California Code of Regulations, all Student Fees shall be deposited into a special fund established for this Agreement.

ARTICLE 4. BUDGET DEVELOPMENT AND DISBURSEMENTS

4.01. Annual Budget: ValleyCare and Chabot will develop an annual budget projecting revenue and expenses. This time-frame for development of the budget shall be in accordance with the Chabot College budget calendar.

4.02. Disbursements to ValleyCare: Payments to ValleyCare will be made on or before the Fifteenth (15th) day of September in the amount of \$192,003.00 and the Fifteenth (15th) day of February in the amount of \$150,981.00. Any mutually agreed upon budgeted adjustments to cover increased expenses or new expenditures shall be made prior to the close of the College fiscal year on June 30th. All mutually agreed upon budget adjustments

shall be in writing. Any unused portions of payments to ValleyCare or allocations to the College Health Center budget lines shall be placed in the Health Center restricted reserve account on or before July 31st.

The disbursement as provided in this Section shall constitute ValleyCare's total right to remuneration from Chabot for services performed by ValleyCare and its participants assigned to the Health Center under this Agreement, and shall include all payment for ValleyCare's costs, including wages or salaries owed to ValleyCare participants, statutory coverages (e.g., workers' compensation insurance, unemployment insurance, FICA, and the like), fringe benefits, administrative and clerical support, insurance, overhead, and all other expenses and expenditures, including applicable sales, use, employment related, or other taxes.

ARTICLE 5. INSURANCE

5.01. ValleyCare Health System Insurance: ValleyCare, in connection with its performance under this Agreement, shall maintain throughout the entire term of this Agreement commercial general liability and professional liability insurance or a program of self-insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, tail coverage shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. ValleyCare shall provide to Chabot written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

ValleyCare will maintain comprehensive property insurance on its own equipment used at the Chabot campus.

5.02. Chabot College Insurance: Chabot, in connection with its performance under this Agreement, shall maintain throughout the entire term of this agreement commercial general liability insurance or a program of self-insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, tail coverage shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. Chabot shall provide to ValleyCare written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

Chabot will maintain comprehensive property insurance on its own building and equipment.

5.03. Both Parties Insurance: Both parties to this Agreement will carry the following coverage:

- A. Worker's compensation insurance or an equivalent program of self-insurance, as required under California State Law for their own employees.
- B. Business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) with a combined single limit of no less than One Million Dollars (\$1,000,000.00) per occurrence.

5.04. Medical Director Insurance: ValleyCare will require the Medical Director to maintain a policy of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

ARTICLE 6. TERM AND TERMINATION

6.01. Term: This Agreement shall commence on July 1, 2012 and remain in full force and effect until June 30, 2013, unless terminated as set forth in Sections 6.02 or 6.03. Thereafter, this Agreement will be automatically renewed for a one-year period on an annual basis after review by both Chabot and ValleyCare.

6.02. Termination:

- A. Either party may terminate this Agreement without cause after the initial term hereof upon sixty (60) days' prior written notice to the other party.
- B. In the event of a material breach of this Agreement, either of the parties may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party, provided that such material breach has not been remedied within such thirty (30) day period.

6.03. Termination in the Event of Governmental Action: If (i) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or (ii) ValleyCare or Chabot shall receive notice of any actual or threatened decision, finding or action by any governmental or private agency, court or other third party (collectively referred to herein as an "Action") which, if or when implemented, would have the effect of (a) preventing Chabot from operating the Health Center on an economic basis; (b) revoking or jeopardizing the status of the Health Center license granted to ValleyCare; (c) revoking or jeopardizing the tax exempt status of ValleyCare, its properties or any of its tax-exempt obligations, or imposing any unrelated business income tax on ValleyCare; or (d) subjecting Chabot to civil or criminal prosecution, or other adverse proceedings; on the basis of their participation herein; Chabot and ValleyCare shall attempt to amend this Agreement or alter the operation of the Health Center in order to avoid the Action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of this agency, court or third party in question, or, alternatively, the parties determine in good

faith that compliance with such requirements is impossible or infeasible, this Agreement shall be terminated.

ARTICLE 7. MISCELLANEOUS

- 7.01. Practice of Medicine: The parties hereto acknowledge that ValleyCare is not authorized or qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent any act or service herein required of ValleyCare should be construed or deemed to constitute the practice of medicine, the performance of said act or service by ValleyCare shall be deemed waived or forever unenforceable.
- 7.02. Independent Contractor: It is mutually understood and agreed that Las Positas and ValleyCare are at all times acting and performing hereunder as independent contractors. Moreover, any agent or employee of the one is not the agent or employee of the other.
- A. Chabot shall not provide to any ValleyCare employee workers' compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits made available to Chabot employees or College District employees.
 - B. Chabot shall not withhold from amounts it pays ValleyCare state and federal income taxes, social security taxes, unemployment taxes, and worker's compensation taxes or any other payroll taxes on behalf of any ValleyCare employees.
 - C. ValleyCare shall determine the rate of pay and all other terms and conditions of employment between ValleyCare and its employees.
 - D. ValleyCare shall pay its employees in accordance with and make whatever withholdings from those payments required by applicable law.
- 7.03. ValleyCare Indemnification of Chabot: ValleyCare shall indemnify, defend and hold harmless Chabot and its governing board, directors, officers, and employees from any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, with respect to:
- A. All services rendered by ValleyCare, including but not limited to those specifically set forth under Section 1.01 of this Agreement regardless of where the services are performed on Chabot property;
 - B. Workers' Compensation benefits payable on account of injury to or death of any ValleyCare employee;
 - C. Claims for payment of wages or benefits by any ValleyCare employee arising from or relating to the services performed under this Agreement.
- 7.04. College Indemnification of ValleyCare: Chabot shall indemnify, defend and hold harmless ValleyCare and its governing board, directors, officers, and employees from any claim,

liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, with respect to:

A. Claims for bodily injury, personal injury, and property damage occurring on Chabot Property, except those occurring specifically within the Health Center Space, asserted by third parties, based upon, involving or arising out of the ownership, use, occupancy or maintenance of College property and all areas appurtenant thereto.

- 7.05. No Reciprocation: The parties hereby acknowledge and agree that benefits to Chabot hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by ValleyCare or any of its affiliates, to any students of Chabot or College District.
- 7.06. Access to Books and Fees: Chabot, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and disbursements, as kept by ValleyCare in performing its obligations under this Agreement. All the records described in this Section, including statements, reports and any other documents prepared by ValleyCare in the performance of ValleyCare's duties hereunder which are derived in material part from such records, shall at all times remain the property of ValleyCare.
- 7.07. Assignment: The parties hereby agree that this Agreement shall not be assigned or transferred by either party.
- 7.08. Attorney Fees and Costs: If either party to this Agreement brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to their reasonable attorney fees and costs, to be paid by the losing party as fixed by the court.
- 7.09. Forum Selection: Any action between the parties to this Agreement brought to enforce this Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in Alameda County, California. If a court of competent jurisdiction is unavailable in Alameda County, California, then any action between then parties to this Agreement, brought to enforce this Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in the city and County of San Francisco, California.
- 7.10. Governing Laws: This Agreement shall be construed and governed by the laws of the State of California governing contracts made and to be performed in California.
- 7.11. Notices: All notices which any party is required, or may desire, to give to another party under this Agreement shall be in writing, and shall be given by addressing the same to such other party or parties at the addresses set forth below, and by depositing the same so addressed, postage prepaid, certified mail, return receipt requested in the United States mail, or by delivering the same personally to such other party or parties at the below

referenced locations. Any party may change the address for the service of notice by written notice given to the other party in the manner herein provided.

TO COLLEGE: Chabot-Las Positas College District
5020 Franklin Drive
Pleasanton, CA 94588

TO VALLEYCARE: ValleyCare Health System
5555 W. Las Positas Blvd.
Pleasanton, CA 94566

- 7.12. Waiver: No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any provision, covenant, or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any right or remedy provided by law.
- 7.13. Complete Agreement: This Agreement is the complete understanding of the parties regarding the subject matter herein and supersedes any prior oral or written agreements, representations, understanding, or discussions between the parties.
- 7.14. Severability: If any provision in this Agreement shall be determined by a court of competent jurisdiction to be void, illegal, invalid, or otherwise unenforceable, such provision shall have no effect upon the enforceability of the remainder of this Agreement. Unless, the provision that this determined to be void, illegal or unenforceable defeats the spirit of this Agreement.
- 7.15. Modification: This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written notification(s) shall be attached hereto.
- 7.16. Use of Names: Neither party may use the other party's name in marketing materials, publications, signs, or in any other manner in connection with or related to the Health Center without the prior written consent of the other party.
- 7.17. Non-discrimination: None of the parties to the Agreement shall, on a basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.
- 7.18. Chabot College Authority to Contract: The parties agree that this Agreement is binding on all parties when it is approved by a majority of the Board of Trustees for the Chabot-Las Positas Community College District and executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
VALLEYCARE HEALTH SYSTEM

By: _____

Title: _____

Date: _____

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____