

STUDENT HEALTH & WELLNESS CENTER AGREEMENT

This Student Health & Wellness Center Agreement (“Agreement”) made and entered into the 1st day of June, 2017 as amended and restated by and between Chabot-Las Positas Community College District (“College District”) and The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care – ValleyCare, a California nonprofit public benefit corporation.

RECITALS

WHEREAS, Chabot-Las Positas Community 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 Las Positas College (“Las Positas”) located at 3000 Campus Hill Drive, Livermore, California (the “Campus”);

WHEREAS, Las Positas operates a health & wellness center on its Campus to provide health & wellness services, including non-emergency medical care, health & wellness education & guidance, medical referral services, and preventive health care services to its students (“the Health & Wellness Center”);

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

WHEREAS, Las Positas wishes to engage the specialized skills and knowledge of Stanford Health Care -ValleyCare such as personnel, administrative and other support services described below to assist Las Positas in the successful operation of the Health & Wellness Center and the delivery of health & wellness services.

WHEREAS, Stanford Health Care - ValleyCare, and Las Positas 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, Las Positas and Stanford Health Care - ValleyCare hereby agree as follows:

ARTICLE 1. HEALTH & WELLNESS CENTER FACILITY OPERATIONS

1.01 Programs & Services. The Health & Wellness Center shall provide direct and indirect services necessary to deliver student health programs and services to the students of Las Positas College. The following services (referred to hereinafter collectively as “Health & Wellness Center Services” and are defined by Title 5, Education, Division 6. California Community Colleges, Chapter 5. Students,

Subchapter 7). Health & Wellness Center Services refers exclusively to those services provided to students of Las Positas College.

- A. Non-emergency care of mild acute infections and minor injuries and illnesses (“Clinical Care Services”) including evaluation, treatment and prescription, distribution of over the counter medications during posted office hours, insofar as such Clinical Care Services may be provided within the scope of practice of a Nurse Practitioner.

Clinical Care Services also include: Assessment, intervention, screening and referral for health services to local health care providers, physicians, psychiatrist, therapists, and other health care professionals where necessary and appropriate. Where appropriate, students will be referred to their established health provider or primary care provider. Providing low cost or no cost services and CLIA waived point of care testing onsite that may include but is not limited to: Immunizations (on site), flu shots (on site), TB testing (on site), Urine pregnancy testing (on site), blood glucose testing (on site), strep A testing (on site), Urine dip testing (on site), Rapid mono test (on site) and lab orders (off site – 3 locations to be distributed to student at time of referral) and access to an onsite low cost dispensing pharmacy for the treatment of mild acute infections, and illnesses.

- B. Special Services include: (1) health education and promotion (2) health and behavioral health screenings (3) Collaboration and assistance for the program and service development of the Las Positas College behavioral health services (3) health and wellness services related teaching and research (4) student insurance programs (5) environmental health and safety, including illness and injury prevention programs.
- C. Support Services - A variety of services supporting clinical care services, the Las Positas behavioral health program and services, and special services including: Patient coordination, program coordination, event planning & coordination, various forms of community collaboration for health and wellness promotion.

1.02 Facility Operations:

- A. The direct and indirect Clinical Services 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 & Wellness Center shall be staffed by a nurse practitioner qualified to provide Clinical Care Services and other Health & Wellness Center Services.

- B. Hours of operation for the Health & Wellness Center shall be a minimum of thirty two (32) hours per week 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 & Wellness Center shall serve students officially enrolled for the current semester at Las Positas College exclusively, and shall not be available to, or provide health care services for, or on behalf of any other persons.

ARTICLE 2. STANFORD HEALTH CARE - VALLEYCARE SERVICES

2.01 Master's prepared Nurse Program Coordinator/Nurse Practitioner:

Stanford Health Care - ValleyCare shall provide a full-time master's prepared "Nurse Program Coordinator/ Nurse Practitioner". The program coordinator/nurse practitioner holds both clinical and program coordination responsibilities. The Nurse Program Coordinator/Nurse practitioner oversees, develops and directs the Student Health & Wellness Center services at the Las Positas College Health and Wellness Center. The Nurse Program Coordinator/Nurse Practitioner 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 the Nurse Program Coordinator/Nurse Practitioner supplied by Stanford Health Care - ValleyCare be considered an employee of the College District. However, the Stanford Health Care – ValleyCare Nurse Program Coordinator/Nurse Practitioner will be invited to attend and participate in any and all Las Positas college staff & faculty meetings.

Stanford Health Care - ValleyCare will require the Nurse Program Coordinator/Nurse Practitioner supplied under this Agreement to abide by the College District's Board Policy and Regulations Manual.

2.02 Medical Director:

Stanford Health Care - ValleyCare shall provide the services of a physician to serve as the "Medical Director" of the Health & Wellness Center. If the Medical Director is terminated or resigns, Stanford Health Care - 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 Clinical Care Services, developing performance standards for the health & wellness center clinical staff to ensure quality patient care. 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 Stanford Health Care -ValleyCare and shall be subject to the approval of the College District. 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. The Medical Director shall not be required to be on-site at any particular time or times.

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

2.03 Support Staff:

Health Education Program Assistant/Front Office Clerical Staff – This non-clinical position assists in the development and implementation of the student health and wellness program and services, preparing presentations and assisting in the coordination of patient care services, outreach programs and events, and assisting in the collection of data, health and wellness services teaching and research. The health education program assistant/Front office clerical staff will hold a minimum of a Bachelor's degree or higher in a health related field.

Medical Assistant – This Clinical position is under the clinical supervision of the Student Health & Wellness Center Program Coordinator/Nurse Practitioner. The medical assistant performs routine tasks in the health & wellness center assisting the nurse practitioners in providing quality clinical care services. The clinical service tasks are clearly defined by Stanford Health Care – ValleyCare. The medical assistant shall be licensed and/or certified as required, and shall only provide services within the scope of such license or certificate.

At no time shall any support staff supplied by Stanford Health Care -ValleyCare be considered an employee of the College District.

Stanford Health Care - ValleyCare will require the support staff supplied under this agreement to abide by the College District's Board Policy and Regulations Manual.

2.04 Stanford Health Care – ValleyCare shall provide the following for the 2017-2019 contract years:

Fall/Spring Term:

Program Coordinator/Nurse Practitioner – 1.0 FTE

Medical Assistant – 0.8 FTE

Health Education Program Assistant – 0.8 FTE

Summer Term:

Program Coordinator/Nurse Practitioner – 1.0 FTE

Health Education Program Assistant – 0.5 FTE

2.05. Supplies and Equipment Stanford Health Care - ValleyCare shall furnish the Health Center with such equipment and supplies as are necessary for the provision of Health Center Services. Stanford Health Care - ValleyCare shall maintain all equipment in good order. If Stanford Health Care - ValleyCare purchases initial capital equipment (e.g., examination table, chairs, file cabinets, etc.), repayment of total cost of equipment (and the cost of replacing equipment which becomes worn out or obsolete, subject to review and approval by Las Positas) will be repaid to

Stanford Health Care - ValleyCare from excess Student Fees (defined in Section 3.07 below) remaining from year to year until repaid. Stanford Health Care - ValleyCare shall consult with Las Positas from time to time regarding the performance of its obligations pursuant to this Section. It is understood when Stanford Health Care - ValleyCare has been 100% reimbursed for initial capital equipment and/or replacement equipment, said equipment will belong to College District.

- 2.06. Other Services: Stanford Health Care -ValleyCare shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records as necessary for the management of its own personnel and the provision of clinical services in the operation of the Health & Wellness Center.
- 2.07. Reports and Records: Stanford Health Care - ValleyCare shall prepare written records and reports of Health & Wellness Center Services performed herein. Stanford Health Care - ValleyCare shall also prepare records and reports documenting all costs incurred by Stanford Health Care - ValleyCare in providing services hereunder. Such reports shall be provided to Las Positas within a reasonable time from Las Positas' request, subject to applicable privacy laws and regulations.
- 2.08. Waste Disposal: The disposal of medical or hazardous waste generated by Stanford Health Care - ValleyCare shall be the sole responsibility of Stanford Health Care - ValleyCare and shall be disposed of in accordance with all applicable laws. Normal office operation related trash will be disposed of by Las Positas.
- 2.09. Physician Referral: Stanford Health Care ValleyCare shall arrange for local physicians to be available to provide professional medical services to Las Positas students who are in need of more extensive medical care than is provided at the Health & Wellness 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 Stanford Health Care - ValleyCare's medical staff but students shall not be required to use the services of the referral physician.

ARTICLE 3. LAS POSITAS COLLEGE DUTIES

- 3.01 Operation: Las Positas shall have overall responsibility and administrative control with respect to all aspects of the operation of the Health & Wellness Center. Las Positas shall consult Stanford Health Care-ValleyCare concerning the administrative operations of the Health & Wellness Center.
- 3.02 Health Center Space and Parking: Las Positas shall, at its expense, furnish space, temporary walls, window coverings, floor coverings, and utility hook-ups that are adequate to provide Health & Wellness Center Services to students and which are acceptable to Stanford Health Care -ValleyCare and Las Positas. Said space is hereinafter referred to as "Health & Wellness Center Space". The Health & Wellness Center Space shall be used exclusively for the operations of the Health & Wellness Center. Las Positas shall, at its expense, provide all improvements,

furniture furnishings, equipment and supplies for the Health & Wellness Center Space, other than the equipment and supplies to be furnished by Stanford Health Care – ValleyCare under section 2.03. Las Positas shall maintain the Health & Wellness Center Space in good maintenance and repair and in clean and sanitary condition.

Additionally, Las Positas shall, at its expense, provide parking spaces for Stanford Health Care - ValleyCare professional staff while they are working in the Health & Wellness Center. Las Positas shall, at its expense, additionally provide non-reserved temporary parking spaces for Stanford Health Care - ValleyCare professional staff while they are working in the Health & Wellness Center.

On the last day of the term hereof, or on any sooner termination, Stanford Health Care -ValleyCare shall surrender the Health & Wellness Center Space to Las Positas in the same condition as received, ordinary wear and tear excepted but clean and free of debris. Any damage or deterioration of the Health & Wellness Center Space shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Stanford Health Care - ValleyCare. Except as otherwise stated in the Agreement, Stanford Health Care - 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 & Wellness Center Space and in good operating condition

- 3.03. Alterations and Additions: Stanford Health Care - ValleyCare shall not, without Las Positas' prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Health & Wellness Center Space or other College District 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.

Any alterations, improvements, additions, or utility installations in or about the Health & Wellness Center or other Las Positas' property that Stanford Health Care - ValleyCare shall desire to make shall be presented to Las Positas in written form, with proposed detailed plans.

Stanford Health Care - ValleyCare shall provide Las Positas with as-built plans and specification for any alterations, improvements, additions or utility installations.

- 3.04. Las Positas College Expenses: Las Positas will provide Stanford Health Care - ValleyCare reasonable postage expenses which are specifically related to the services at the Health Center. Stanford Health Care - ValleyCare shall have reasonable access to, for Health Center Services related matters only, the Las Positas print center and program facilities. Las Positas shall provide reasonable student help, reasonable telephone charges, janitorial services, and reasonable utilities. These expenses shall be paid for from Student Fees (defined in Section 3.07 below) as appropriate.

- 3.05. Non-Reimbursable Expenses: All other expenses incurred by Stanford Health Care - ValleyCare as part of it providing services in accordance with this Agreement shall be the sole responsibility of Stanford Health Care - ValleyCare, unless expressly provided for in this Agreement or otherwise agreed to in writing by the parties.
- 3.06. Eligibility: Las Positas shall provide Stanford Health Care – ValleyCare with such information as Stanford Health Care – ValleyCare may reasonably request in order to determine the eligibility of individuals for services under this Agreement, and to facilitate the provision of such services.
- 3.07. Student Fees: In order to provide funding for the Health & Wellness Center, Las Positas shall collect a student health fee (“Student Fee”) as authorized by the College District’s Board of Trustees from each student of Las Positas during registration for each academic session. Las Positas 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 & Wellness Center is closed, or students who rely on only prayer for healing.

Disbursements to Stanford Health Care 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 & Wellness Center privileges enable the student to obtain transportation to an offsite Health Care Facility. All offsite travel is the sole responsibility of the student.

- 3.08. 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: Stanford Health Care - ValleyCare and Las Positas will develop an annual budget projecting revenue and expenses. This time-frame for development of the budget shall be in accordance with the Las Positas College budget calendar.
- 4.02. Disbursements to Stanford Health Care - ValleyCare: Disbursements to Stanford Health Care - ValleyCare: Las Positas shall make payments to Stanford Health Care - ValleyCare on or before the Fifteenth (15th) day of September 2017 in the amount of \$151,518 and the Fifteenth (15th) day of February 2018 in the amount of \$151,518. Las Positas should make payments to Stanford Health Care – ValleyCare on or before the Fifteenth (15th) day of September 2018 in the amount of \$155,308.50 and on the Fifteenth (15th) day of February 2019 in the amount of \$155,308.50. In addition to payments under this Section, Las Positas shall reimburse Stanford Health Care – ValleyCare for purchases and expenses in accordance with Sections 2.03 and 3.04. 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 Stanford

Health Care ValleyCare or allocations to the College Health & Wellness Center budget lines shall be placed in the Health Wellness Center restricted reserve account on or before July 31st.

The disbursement as provided in this Section and Sections 2.03 and 3.04 shall constitute Stanford Health Care - ValleyCare's total right to remuneration from Las Positas for services performed by Stanford Health Care - ValleyCare and its participants assigned to the Health & Wellness Center under this Agreement, and shall include all payment for Stanford Health Care - ValleyCare's costs, including wages or salaries owed to Stanford Health Care - 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. Stanford Health Care - ValleyCare Insurance: Stanford Health Care - 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) in the annual 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. Stanford Health Care - ValleyCare shall provide to Las Positas written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

Stanford Health Care - ValleyCare will maintain comprehensive property insurance on its own equipment used at the Las Positas campus.

- 5.02. Las Positas College Insurance: Las Positas, 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) in the annual 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. Las Positas shall provide to Stanford Health Care - ValleyCare written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

Las Positas will maintain comprehensive property insurance on its own building and equipment, including equipment that transfers to College District or Las Positas ownership upon 100% reimbursement in accordance with Section 2.03.

- 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: Stanford Health Care - ValleyCare will maintain or 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) in the annual aggregate.

ARTICLE 6. TERM AND TERMINATION

- 6.01. Term: This Agreement shall commence on June 1, 2017 and remain in full force and effect until May 31, 2019, unless sooner terminated as set forth in Sections 6.02 or 6.03. Thereafter, this Agreement will be automatically renewed for a two-year period on a biannual basis after review by both Las Positas and Stanford Health Care - ValleyCare.
- 6.02. Termination:
- A. Either party may terminate this Agreement without cause 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) Stanford Health Care - ValleyCare or Las Positas 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 Las Positas from operating the Health Center on an economic basis; (b) revoking or jeopardizing the status of the Health Center license granted to Stanford Health Care - ValleyCare; (c) revoking or jeopardizing the tax exempt status of Stanford Health Care

Stanford Health Care -ValleyCare, its properties or any of its tax-exempt obligations, or imposing any unrelated business income tax on Stanford Health Care - ValleyCare; or (d) subjecting Las Positas to civil or criminal prosecution, or other adverse proceedings; on the basis of their participation herein; Las Positas and Stanford Health Care - 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 Stanford Health Care - 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 Stanford Health Care - ValleyCare should be construed or deemed to constitute the practice of medicine, or should be outside the scope of the practice of a Nurse Practitioner, the performance of said act or service by Stanford Health Care - ValleyCare shall be deemed waived or forever unenforceable.
- 7.02. Independent Contractor: It is mutually understood and agreed that Las Positas and Stanford Health Care - 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. Las Positas shall not provide to any Stanford Health Care - ValleyCare employee workers' compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits made available to Las Positas employees or College District employees.
 - B. Las Positas shall not withhold from amounts it pays Stanford Health Care - 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 Stanford Health Care - ValleyCare employees.
 - C. Stanford Health Care - ValleyCare shall determine the rate of pay and all other terms and conditions of employment between Stanford Health Care - ValleyCare and its employees.
 - D. Stanford Health Care - ValleyCare shall pay its employees in accordance with and make whatever withholdings from those payments required by applicable law.
- 7.03. Stanford Health Care - ValleyCare Indemnification of Las Positas: Stanford Health Care ValleyCare shall indemnify, defend and hold harmless Las Positas 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. The negligence or wrongful acts or omissions of Stanford Health Care – ValleyCare in providing services under this Agreement, including but not limited to those specifically set forth under Section 1.01 of this Agreement regardless of where the services are performed on Las Positas property;
- B. Workers' Compensation benefits payable on account of injury to or death of any Stanford Health Care - ValleyCare employee;
- C. Claims for payment of wages or benefits by any Stanford Health Care - ValleyCare employee arising from or relating to the services performed under this Agreement.

7.04. College Indemnification of Stanford Health Care - ValleyCare: Las Positas shall indemnify, defend and hold harmless Stanford Health Care - 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 Las Positas Property, except those occurring specifically within the Health Center Space and attributable to the negligent or wrongful acts or omissions of Stanford Health Care – ValleyCare or its staff, 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 Las Positas 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 Stanford Health Care - ValleyCare or any of its affiliates, to any students of Las Positas or College District.

7.06. Access to Books and Fees; Ownership of Records: Except as prohibited by law, Las Positas College, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and disbursements, as kept by Stanford Health Care – ValleyCare in performing its obligations under this Agreement. All the records described in this section, including statements, reports and any other documents prepared by Stanford Health Care – ValleyCare in the performance of Stanford Health Care – ValleyCare's duties hereunder which are derived in material part from such records, shall at all times remain the property of Stanford Health Care – ValleyCare. All health records prepared by Stanford Health Care – ValleyCare in the course of providing services under this Agreement shall be the sole and exclusive property of Stanford Health Care – 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 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 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
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568
Attention: Diane Brady

TO VALLEYCARE: Stanford Health Care - ValleyCare
5555 W. Las Positas Blvd.
Pleasanton, CA 94566
Attention: Scott Gregerson

- 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, logo or corporate identity in marketing materials, publications, signs, or in any other manner, including but not limited to 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. Las Positas 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-Law Positas Community College District and executed by all parties.

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

STANFORD HEALTH CARE - VALLEYCARE

By: _____

Title: _____

Date: _____

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

**ValleyCare Health System
Las Positas College**

	Total	Summer	Fall	Spring
Contracted Revenue				
For 2017-2018 contract	\$ 303,037	\$ 36,995	\$ 131,955	\$ 134,088
Salaries				
Nurse Practitioners	151,709	23,677	64,016	64,016
Medical Asst	27,283	0	13,252	14,031
Health Educator	32,388	3,052	14,249	15,087
Subtotal Salaries	211,379	26,728	91,517	93,134
Benefits	59,186	7,484	25,625	26,078
Total Salaries/Benefits	270,566	34,212	117,141	119,212
Non-Wage Expenses - Proposed				
Medical Director Fees	10,000	-	5,000	5,000
Medical Supplies	4,644	650	1,997	1,997
Medication	3,602	504	1,549	1,549
Continuing Education	2,500	0	1,250	1,250
Quest	2,652	371	1,140	1,140
Cell Phone	554	185	185	185
Overhead	8,519	1,072	3,692	3,754
Total Expenses	303,037	36,995	131,955	134,088
Net Income	(0)	(0)	0	0
Staffing - Proposed Budget				
Nurse Practitioner Coordinator				
40/hrs a week for 8 weeks (Summer)	320	320	0	0
40/hrs a week for 21 weeks (Fall)	840	0	840	0
40/hrs a week for 21 weeks (Spring)	840			840
Health Educator				
20/hrs a week for 6 weeks (Summer)	120	120	0	0
32/hrs a week for 17 weeks (Fall)	544	0	544	0
32/hrs a week for 18 weeks (Spring)	576			576
Medical Asst				
Not scheduled in Summer	0	0	0	0
32/hrs a week for 17 weeks (Fall)	544	0	544	0
32/hrs a week for 18 weeks (Spring)	576			576
Total Staffed Hours				
Summer Semester	440	440	0	0
Fall Semester	1928	0	1928	0
Spring Semester	1992			1992
Total for School Year	4,360	440	1,928	1,992

**ValleyCare Health System
Las Positas College**

	Total	Summer	Fall	Spring
Contracted Revenue				
For 2018-2019 contract	\$ 310,617	\$ 38,096	\$ 135,178	\$ 137,343
Salaries				
Nurse Practitioners	156,261	24,387	65,937	65,937
Medical Asst	27,283	0	13,252	14,031
Health Educator	33,330	3,140	14,664	15,526
Subtotal Salaries	216,874	27,528	93,852	95,494
Benefits	60,725	7,708	26,279	26,738
Total Salaries/Benefits	277,598	35,235	120,131	122,232
Non-Wage Expenses - Proposed				
Medical Director Fees	10,000	-	5,000	5,000
Medical Supplies	4,783	670	2,057	2,057
Medication	3,710	519	1,595	1,595
Continuing Education	2,500	0	1,250	1,250
Quest	2,732	382	1,175	1,175
Cell Phone	554	185	185	185
Overhead	8,740	1,104	3,786	3,849
Total Expenses	310,617	38,096	135,178	137,343
Net Income	(0)	0	(0)	(0)
Staffing - Proposed Budget				
Nurse Practitioner Coordinator				
40/hrs a week for 8 weeks (Summer)	320	320	0	0
40/hrs a week for 21 weeks (Fall)	840	0	840	0
40/hrs a week for 21 weeks (Spring)	840			840
Health Educator				
20/hrs a week for 6 weeks (Summer)	120	120	0	0
32/hrs a week for 17 weeks (Fall)	544	0	544	0
32/hrs a week for 18 weeks (Spring)	576			576
Medical Asst				
Not scheduled in Summer	0	0	0	0
32/hrs a week for 17 weeks (Fall)	544	0	544	0
32/hrs a week for 18 weeks (Spring)	576			576
Total Staffed Hours				
Summer Semester	440	440	0	0
Fall Semester	1928	0	1928	0
Spring Semester	1992			1992
Total for School Year	4,360	440	1,928	1,992