

**Stanford Health Care - ValleyCare
Las Positas College**

	Total	Summer	Fall	Spring
Contracted Revenue				
For 2019-2020 contract	\$ 306,665	\$ 49,445	\$ 127,540	\$ 129,680
Salaries				
Nurse Practitioners	150,019	31,520	58,438	60,061
Medical Asst	34,456	4,970	14,743	14,743
Health Educator	31,930	0	15,965	15,965
Subtotal Salaries	216,406	36,490	89,146	90,770
Benefits	60,594	10,217	24,961	25,415
Total Salaries/Benefits	276,999	46,707	114,107	116,185
Non-Wage Expenses - Proposed				
Medical Director Fees	10,000	-	5,000	5,000
Medical Supplies	4,926	690	2,118	2,118
Medication	1,530	214	658	658
Continuing Education	2,500	0	1,250	1,250
Quest	1,530	214	658	658
Cell Phone	554	185	185	185
Overhead	8,625	1,435	3,564	3,626
Total Expenses	306,664	49,445	127,540	129,680
Net Income	0	0	0	0
Staffing - Proposed Budget				
Nurse Practitioner Coordinator				
40/hrs a week for 10 weeks (Summer)	400	400	0	0
40/hrs a week for 18 weeks (Fall)	720	0	720	0
40/hrs a week for 18.5 weeks (Spring)	740			740
Health Educator				
Not working summer	0	0	0	0
32/hrs a week for 18 weeks (Fall)	576	0	576	0
32/hrs a week for 18 weeks (Spring)	576			576
Medical Asst				
20/hrs a week for 10 weeks (Summer)	200	200	0	0
32/hrs a week for 18 weeks (Fall)	576	0	576	0
32/hrs a week for 18 weeks (Spring)	576			576
Total Staffed Hours				
Summer Semester	600	600	0	0
Fall Semester	1872	0	1872	0
Spring Semester	1892			1892
Total for School Year	4,364	600	1,872	1,892

**Stanford Health Care - ValleyCare
Las Positas College**

	<u>Total</u>	<u>Summer</u>	<u>Fall</u>	<u>Spring</u>
Contracted Revenue				
For 2020-2021 contract	\$ 315,225	\$ 50,887	\$ 131,067	\$ 133,271
Salaries				
Nurse Practitioners	154,512	32,464	60,188	61,860
Medical Asst	35,496	5,120	15,188	15,188
Health Educator	32,891	0	16,446	16,446
Subtotal Salaries	222,900	37,584	91,822	93,494
Benefits	62,412	10,524	25,710	26,178
Total Salaries/Benefits	285,312	48,108	117,532	119,672
Non-Wage Expenses - Proposed				
Medical Director Fees	10,000	-	5,000	5,000
Medical Supplies	4,926	690	2,118	2,118
Medication	1,530	214	658	658
Continuing Education	2,500	0	1,250	1,250
Quest	1,530	214	658	658
Cell Phone	554	185	185	185
Overhead	8,874	1,477	3,666	3,731
Total Expenses	315,226	50,887	131,067	133,271
Net Income	0	(0)	(0)	(0)
Staffing - Proposed Budget				
Nurse Practitioner Coordinator				
40/hrs a week for 10 weeks (Summer)	400	400	0	0
40/hrs a week for 18 weeks (Fall)	720	0	720	0
40/hrs a week for 18.5 weeks (Spring)	740			740
Health Educator				
Not working summer	0	0	0	0
32/hrs a week for 18 weeks (Fall)	576	0	576	0
32/hrs a week for 18 weeks (Spring)	576			576
Medical Asst				
20/hrs a week for 10 weeks (Summer)	200	200	0	0
32/hrs a week for 18 weeks (Fall)	576	0	576	0
32/hrs a week for 18 weeks (Spring)	576			576
Total Staffed Hours				
Summer Semester	600	600	0	0
Fall Semester	1872	0	1872	0
Spring Semester	1892			1892
Total for School Year	4,364	600	1,872	1,892

STUDENT HEALTH & WELLNESS CENTER AGREEMENT

This Student Health & Wellness Center Agreement (“Agreement”) is effective as of the 1st day of June, 2019 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” or the “College”);

WHEREAS, Las Positas established a Student Health & Wellness Center on its Campus to make available health & wellness services, including non-emergency medical care, health & wellness education & guidance, medical referral services, and preventive health care services to its students, as well as tuberculosis (“TB”) testing and influenza vaccination services for College District employees (“the Health & Wellness Center”);

WHEREAS, Stanford Health Care - ValleyCare is the owner and operator of a licensed general acute care hospital located at 5555 West Las Positas Boulevard, 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 manage and operate the Student 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 College and Stanford Health Care - ValleyCare hereby agree as follows:

ARTICLE 1. HEALTH & WELLNESS CENTER FACILITY OPERATIONS

1.01 Programs & Services. The Student Health & Wellness Center shall provide direct and indirect services necessary to deliver student health programs and services to the students of Las Positas College, which include all services described in Subsections (A) through (C) (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. In addition, the Student Health & Wellness Center shall provide certain Employee Services as defined in Subsection (D) below (the Health & Wellness Center Services and Employee Services may hereinafter be referred to collectively as “Services”).

- 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 Clinical Laboratory Improvement Amendments (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; (4) health and wellness services related teaching and research; (5) student insurance programs; and (6) 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, and various forms of community collaboration for health and wellness promotion.
- D. Employee Services include the following services provided to College District employees: (1) TB screening and skin testing using Tuberculin Purified Protein Derivative (Mantoux) solution (each an “Employee TB Test”); (2) influenza vaccination shots (each an “Influenza Vaccination Shot”); and (3) other services, as parties may mutually agree to from time to time. Employee Services shall not constitute Health & Wellness Center Services as the term is defined above.

1.02 Facility Operations:

- A. The direct and indirect Clinical Care 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 Student Health & Wellness Center shall be staffed by a nurse practitioner qualified to provide Clinical Care Services and other Services.
- B. Hours of operation for the Student Health & Wellness Center shall be a minimum of forty (40) 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. Except as otherwise set forth under this Agreement, the Student Health & Wellness Center shall serve students officially enrolled for the current semester or term 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 Services at the Las Positas College Student 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 Student 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 Nurse Program Coordinator/Nurse Practitioner. The medical assistant performs routine tasks in the health & wellness center assisting the nurse practitioner 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 2019-2021 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

Medical Assistant – 0.5 FTE

- 2.05. Supplies and Equipment: Stanford Health Care - ValleyCare shall furnish the Student Health & Wellness Center with such equipment and supplies as are necessary for the provision of 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 College) 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 College 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 the 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 Student 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 (“Cost Reports”). Such Cost Reports shall be provided to Las Positas College within a reasonable time from Las Positas Colleges’ request, subject to applicable privacy laws and regulations. For avoidance of doubt, parties understand and acknowledge this Section 2.07 shall not apply to any Health Records (as defined below) and that under no circumstance shall any such record or other confidential Protected Health Information (“PHI”) as the term is defined by the Health Insurance Portability and Privacy Act of 1996 (“HIPAA”) be disclosed to Las Positas College under the Agreement.
- 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 College.
- 2.09. Physician Referral: Stanford Health Care - ValleyCare shall arrange for local physicians to be available to provide professional medical services to Las Positas College students who are in need of more extensive medical care than is provided at the Student 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 College shall have overall financial responsibility with respect to the operation of the Student Health & Wellness Center. Las Positas College shall consult Stanford Health Care - ValleyCare concerning the administrative operations of the Student Health & Wellness Center. Notwithstanding the foregoing, Stanford Health Care - ValleyCare shall have sole and exclusive control with respect to the Clinical Care Services provided to students of Las Positas College, and for managing and maintaining health and treatment records of students who receive Clinical Care Services and health and treatment records of College District employees who receive Employee Services (collectively, “Health Records”) provided by Stanford Health Care - ValleyCare under this Agreement. Parties understand and acknowledge that Las Positas College shall not be required to maintain nor given access to such Health Records, which Health Records are the sole and exclusive property of Stanford Health Care - ValleyCare as set forth under Section 7.06.
- 3.02 Health & Wellness Center Space and Parking: Las Positas College 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 College. Said space is hereinafter referred to as “Student Health & Wellness Center Space.” The Student Health & Wellness Center Space shall be used exclusively for the operations of the Student Health & Wellness Center. Las Positas College shall, at its expense, provide all improvements, furniture furnishings, equipment and supplies for the Student Health & Wellness Center Space, other than the equipment and supplies to be furnished by Stanford Health Care – ValleyCare under Section 2.03. Las Positas College shall maintain the Student Health & Wellness Center Space in good maintenance and repair and in clean and sanitary condition.

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

On the last day of the term hereof, or on any sooner termination, Stanford Health Care - ValleyCare shall surrender the Student Health & Wellness Center Space to Las Positas College in the same condition as received, ordinary wear and tear excepted but clean and free of debris. Any damage or deterioration of the Student 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 Student Health & Wellness Center Space and in good operating condition.

- 3.03. Alterations and Additions: Stanford Health Care - ValleyCare shall not, without Las Positas Colleges' prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Student 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 Student Health & Wellness Center or other Las Positas College property that Stanford Health Care - ValleyCare shall desire to make shall be presented to Las Positas College in written form, with proposed detailed plans.

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

- 3.04. Las Positas College Expenses: Las Positas College will provide Stanford Health Care - ValleyCare reasonable postage expenses which are specifically related to the services at the Student Health & Wellness Center. Stanford Health Care - ValleyCare shall have reasonable access to, for Health & Wellness Center Services related matters only, the Las Positas College print center and program facilities. Las Positas College 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 College 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 Student Health & Wellness Center, Las Positas College shall collect a student health fee ("Student Fee") as authorized by the College District's Board of Trustees from each student of Las Positas College during registration for each academic session. Las Positas College may grant exemptions from the payment of fees for students on financial aid,

students who take classes only off-campus, students who are attending Las Positas College under an approved apprenticeship training program, students who take classes only on the weekends when the Student Health & Wellness Center is closed, or students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or religion.

Disbursements to Stanford Health Care - ValleyCare under Section 4.02 of this Agreement for Health & Wellness Center Services provided to students (which does not include any disbursements for Services provided to non-student employees) shall be derived solely from the Student Fees in this Section. Both parties understand that at no time will the Student Fee for Student Health & Wellness Center privileges enable the student to obtain payment for 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.
- 3.09 Employee Letter. Las Positas College will provide each employee receiving Employee Services with an instructions letter that includes the employee's name and identification number and will require each employee to present such letter to the Student Health & Wellness Center staff at the time of the Employee TB Test.
- 3.10 Employee Fee. Las Positas College will collect from the Human Resources Office an employee health fee ("**Employee Fee**") equal to the amount of thirty dollars (\$30.00) for each Employee TB Test and twenty-five dollars (\$25.00) for each Influenza Vaccination Shot, except for employees (e.g., student assistants) who are enrolled students and have already paid the Student Fee.

ARTICLE 4. BUDGET DEVELOPMENT AND DISBURSEMENTS

- 4.01. Annual Budget: Stanford Health Care - ValleyCare and Las Positas College will develop an annual budget projecting revenue and expenses. This timeframe 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: For Health & Wellness Center Services (as defined in Section 1.01) provided by Stanford Health Care – ValleyCare under this Agreement, Las Positas College shall make payments to Stanford Health Care - ValleyCare on or before the Fifteenth (15th) day of September 2019 in the amount of \$153,332.50, and on or before the Fifteenth (15th) day of February 2020 in the amount of \$153,332.50. Las Positas College should make payments to Stanford Health Care – ValleyCare on or before the Fifteenth (15th) day of September 2020 in the amount of \$157,612.50, and on or before the Fifteenth (15th) day of February 2021 in the amount of \$157,612.50. In addition, Las Positas College shall make payments of the Employee Fee to Stanford Health Care – ValleyCare on a quarterly

basis, within fifteen (15) business days following its receipt of an invoice for Employee Services provided at the Student Health & Wellness Center.

In addition to payments under this Section, Las Positas College 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 Student Health & Wellness Center budget lines shall be placed in the Student 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 College for services performed by Stanford Health Care - ValleyCare and its participants assigned to the Student 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 College 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 Las Positas College.

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

Las Positas College will maintain comprehensive property insurance on its own building and equipment, including equipment that transfers to College District or Las Positas College 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 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, 2019 and remain in full force and effect until May 31, 2021, 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 Chabot-Las Positas Community College District, Las Positas College 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 College 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 College from operating the Student Health & Wellness Center on an economic basis; (b) revoking or jeopardizing the status of the Student Health & Wellness Center license granted to Stanford Health Care - ValleyCare; (c) revoking or jeopardizing the tax exempt status of 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 College to civil or criminal prosecution, or other adverse proceedings; on the basis of their participation herein; Las Positas College and Stanford Health Care - ValleyCare shall attempt to amend this Agreement or alter the operation of the Student Health & Wellness 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. [Reserved].

7.02. Independent Contractor: It is mutually understood and agreed that Las Positas College 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. For further avoidance of doubt, Stanford Health Care – Valley Care is not acting on behalf of or is otherwise under control by Las Positas College with respect to the Clinical Care Services provided in accordance with this Agreement, including the preparation and maintenance of the Health Records in the course of providing such services.

A. Las Positas College 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 College employees or College District employees.

B. Las Positas College 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 College: Stanford Health Care - ValleyCare shall indemnify, defend and hold harmless Las Positas College 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 Stanford Health Care - 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 Las Positas College 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 College 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 College property, except those occurring specifically within the Student Health & Wellness 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 College 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 College 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. Parties understand that Las Positas College shall have no access to the Health Records (as defined herein) without the requisite written consent, and shall ensure that students of Las Positas College understand that the Health Records do not constitute “education records” as the term is defined under the Family Educational Rights and Privacy Act (“FERPA”).
- 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 DISTRICT: Chabot-Las Positas Community College District
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568
Attention: Diane Brady, Vice President

TO VALLEYCARE: Stanford Health Care - ValleyCare
5555 West Las Positas Boulevard
Pleasanton, CA 94566
Attention: Gina Teeples, Chief Nursing Officer

- 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 Student Health and Wellness 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-Las 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: Interim-Vice Chancellor, Business Services

Date: _____