

Addendum to Chabot Nursing Agreement

Scope of Work

Effective August 31, 2020 Tiburcio Vasquez Health Center (TVHC), along with Chabot College Nursing Program will be partnering to provide the TVHC Wellness Outdoor Drive-up/Walk-up Clinic at Tiburcio Vasquez Health Center, Inc. Chabot Nursing Program will provide a maximum of 10 rotating students underneath the supervision and direction of their instructor to provide but not limited to the below point of care tests, labs, referrals, and/or education:

<ul style="list-style-type: none"> • All vitals (BP/Temp/Pulse/o2/Respirations) • Blood Pressure Checks • Weight/Height Check • Bilirubin Checks • Pulse Oximetry Test • Blood Glucose Test (A1C/ Hemoglobin) • HemoCue Test • Hearing/Vision Tests • Food Insecurity Screening • PHQ's Screening • GAD-7 Screening • MCHAT Peds Screening • ASQ's Peds Screening • Additional Risk Factor Screening • Mammogram Screening for 50+ • FIT Distribution (Colorectal Cancer Screening) • Medication Reconciliation • Adult Immunizations • Pediatric Immunizations • PPD placements and PPD readings 	<ul style="list-style-type: none"> • TB Risk Screening • Plan B (Morning-After Pill) • Depo-Provera Injection • Vitamin B12 Injections • INH Pill ingestion • Urine Pregnancy Test • Urinalysis Test (UA) • STI Test- Chlamydia and Gonorrhea • Rapid Strep Test • Flu Test • RSV Test • COVID Testing • DM Glucometer/Insulin Education • Blood Pressure Training • Inhaler education (asthma maintenance via peak flow measurement) • Smoking cessation education
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TVHC will provide instructor training, as well as program oversight by a TVHC clinical team member. TVHC and Chabot Nursing Program will have weekly debrief, at minimum to ensure the safety and success of the TVHC Wellness Clinic.

Location where services could be offered:

Tiburcio Vasquez Health Center, Inc., 22331 Mission Blvd., Hayward, CA 94541

Tiburcio Vasquez Health Center, Inc., 16110 East 14th St., San Leandro, CA 94578

Tiburcio Vasquez Health Center, Inc., 28300 Huntwood Ave., Hayward, CA 94544

Professional Qualifications: During the term of this agreement, the professional and students assigned to will meet all requirements of TVHC credentialing requirements including:

- Volunteer Packet** (*Name, Phone number, Address, schedule*)
- Background check** (if provided by Chabot, it must include National Sex Offenders registry. No drug test required)
- Fitness for Duty Statement
- Immunization Record or Titers** (TB required; others can be declined)
- Hepatitis B
- MMR
- Varicella (Chickenpox)
- Pertussis "Tdap" (within 10 years)
- Annual Flu (seasonal)
- TB Clearance (PPD, QuantiFERON *or* Chest X-ray-within 5 years)
- Copy of BLS Training Certificate of Completion or Wallet card
- Copy of valid Government-Issued Photo ID

Liability insurance: The School will maintain professional liability and comprehensive liability insurance for itself, instructors and employees with limits of at least \$1,000,000 per occurrence per claim and \$3,000,000 in aggregate per occurrence or claim. Upon request, Chabot will provide to TVHC certificates of insurance evidencing such coverage and stating that the insurance carriers will endeavor to provide TVHC at least thirty days advance written notice of any cancellation, non-renewal or change in limits of coverage.

Non-discrimination: Chabot assures that they will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

Confidentiality and Information Exchange:

a) Confidentiality

Chabot and TVHC agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this agreement. Both parties shall maintain records confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, the definitions

set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501); California Civil Code Subsection 56 et seq; California Welfare & Institutions Code Subsection 5328 et seq; and other state law.

Chabot and TVHC agree that each is a “Business Associate” of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this agreement.


b) Information Sharing

Chabot and TVHC agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.

Indemnification: Chabot shall indemnify and hold harmless TVHC and its directors, officers, partners, principals, agents, representatives and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind, including, without limitation, reasonable attorneys’ fees and costs, by reason of injury to or death of any person, damage to or destruction of property, breach of contract, including without limitation, loss of data or infringement or misappropriation of any patent, copyright, trademarks, trade secret or any other intellectual property rights, arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent, intentional, or otherwise, of Chabot, its employees, subcontractors, or agents in performance under this Agreement.

TVHC shall indemnify and hold harmless Chabot and its directors, officers, partners, principals, agents, representatives and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind, including, without limitation, reasonable attorneys’ fees and costs, by reason of injury to or death of any person, damage to or destruction of property, breach of contract, including without limitation, loss of data or infringement or misappropriation of any patent, copyright, trademarks, trade secret or any other intellectual property rights, arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent, intentional, or otherwise, of TVHC, its employees, subcontractors, or agents in performance under this Agreement.

Drug Free Workplace: Organization and their employees shall comply with TVHC’s policy of maintaining a drug free workplace. Neither organization or employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Organization or any employee of Chabot is convicted or pleads nolo contendere to a criminal drug statute violation occurring at Chabot or a TVHC work site, the School within five days thereafter shall notify the head of the TVHC.

CHABOT	Tiburcio Vasquez Health Center
Print Name:	Print Name: Andrea Schwab-Galindo
Signature:	Signature: 
Title:	Title: Chief Executive Officer
Date:	Date: 08/19/2020