

Chabot College Nursing Program – ValleyCare Extension

AMENDMENT TO NURSING PROGRAM DEFINITIVE AGREEMENT November 18, 2009

This Amendment (the “**Amendment**”) to the Nursing Program Definitive Agreement, dated as of May 1, 2005 (the “**Agreement**” or the “**Definitive Agreement**”), by and between The Chabot-Las Positas Community College District, a California Community College (the “**District**”), The Hospital Committee for the Livermore-Pleasanton Areas, a California nonprofit public benefit corporation doing business as ValleyCare Health System (the “**Hospital**”), and ValleyCare Medical Foundation, Inc., a California nonprofit public benefit corporation (the “**Foundation**”), is made as of the Effective Date set forth below.

A. **Whereas**, the District offers a nursing program at Chabot College (the “**Nursing Program**”) to its students (“**Students**”) that meets all the requirements of, and is approved by, the Board of Registered Nursing (the “**Board**”) as provided in (i) Section 2785 of the California Business and Professions Code, (ii) Title 16, Division 14, Article 3 of the California Code of Regulations (the “**Regulations**”), and (iii) the policies of the Board; and

B. **Whereas**, the District and the Hospital are parties to the Agreement, pursuant to which the Hospital provides facilities and staff for the clinical component of the Nursing Program to certain of the Students; and

C. **Whereas**, the Foundation operates a multi-site, multi-specialty medical clinic (the “**Foundation’s Clinic**”); and

D. **Whereas**, the Foundation is willing and able to provide certain facilities and staff for the clinical component of the Nursing Program, and the District, the Hospital and the Foundation believe such a contribution by the Foundation can increase the learning opportunities available to Students; and

E. **Whereas**, the District, Hospital and Foundation wish by this Amendment to create an affiliation, as described in Section 1206(g) of the California Health & Safety Code, with respect to the Program among the District, the Hospital and the Foundation, pursuant to which the Hospital and the Foundation provide facilities and staff to the Nursing Program and thereby create and provide learning opportunities to Students; and

F. **Whereas**, the District, Hospital and Foundation acknowledge and agree that the District and its faculty have sole authority for determining the curriculum of the Nursing Program,

Now, therefore, in consideration of the mutual promises and covenants set forth in this Amendment, the parties agree to amend the Agreement as follows:

1. **Affiliation.** The Foundation shall, from and after the Effective Date, be a party to the Agreement, and the Agreement thus shall be an Agreement among the District, the Hospital and the Foundation.

2. **Clinical Facilities.** Section 1 (Clinical Facilities) of the Agreement is hereby amended to read in full as follows:

The Hospital shall provide certain facilities (the “**Hospital Facilities**”) and staff (the “**Hospital Personnel**”), and the Foundation shall provide certain facilities (the “**Foundation Facilities**”) and staff (the “**Foundation Personnel**”), as hereafter described to be utilized in connection with the Nursing Program using Hospital Facilities and Foundation Facilities, and Hospital Personnel and Foundation Personnel, for a select number of students (the “**ValleyCare Students**”). In this Agreement, the Hospital Facilities and the Foundation Facilities may be referred to collectively as the “**ValleyCare Facilities,**” and the Hospital Personnel and the Foundation Personnel may be referred to collectively as the “**ValleyCare Personnel.**” The portion of the Nursing Program using ValleyCare Facilities and ValleyCare Personnel shall be referred to as the “**Chabot College Nursing Program – ValleyCare Extension.**”

3. **Joint Planning Committee.**

a. **Participation by Foundation.** The District, Hospital and Foundation intend that the Foundation shall participate in the composition and activities of the Joint Planning Committee, as described in the Agreement, as amended hereby.

b. **Composition.** The third (3rd) sentence of Section 2(a) (Formation) of the Agreement is hereby amended to read in full as follows:

The Joint Planning Committee shall consist of at least four representatives, half of whom shall be appointed by the District and half of whom shall be appointed jointly by the Hospital and the Foundation.

c. **Open Meetings.** The tenth (10th) sentence of Section 2(a) (Formation) of the Agreement is hereby amended to read in full as follows:

All meetings of the Joint Planning Committee shall be open to authorized representatives of the District, the Hospital and the Foundation.

d. Duties and Responsibilities. The introductory clause of Section 2(b) (Duties and Responsibilities of the Joint Planning Committee) is hereby amended to read in full as follows:

The Joint Planning Committee shall advise the District, the Hospital and the Foundation on the following matters:

e. Evaluations. Section 2(b)(x) of the Agreement is hereby amended to read in full as follows:

Preparing at least annually a written evaluation of the Chabot College Nursing Program – ValleyCare Extension for forwarding to the chief executive officers of the District, the Hospital and the Foundation. The evaluation shall cover all matters the committee considers pertinent and shall make recommendations for possible modification of the ValleyCare Facilities, changes in ValleyCare Personnel, and possible changes to the Nursing Program in order to improve the quality of the educational experience and the professional training of the ValleyCare Students. All personnel evaluations shall be made in accordance with the written employment policies of the District, the Hospital and the Foundation, as appropriate.

f. Developing Role for Foundation. Section 2(b)(xvi) is hereby added to the Agreement to read in full as follows:

Preparing and updating from time to time as appropriate, for approval and implementation by the District, the Hospital and the Foundation, a plan for the integration of the Foundation into the Chabot College Nursing Program – ValleyCare Extension, and the development of specific programs pursuant to which the Foundation shall provide training, education and/or learning opportunities to ValleyCare Students, whether through the use of the Foundation Facilities, the participation of the Foundation Personnel, or otherwise (the “**Foundation Integration Plan**”).

4. ValleyCare Facilities. Section 3 (ValleyCare Facilities) of the Agreement is hereby amended to read in full as follows:

The Hospital shall provide the Hospital Facilities, and the Foundation shall provide the Foundation Facilities, as described in this Agreement. The ValleyCare Facilities shall be provided in connection with the Chabot College Nursing Program – ValleyCare Extension at no cost to the District or to the ValleyCare Students. The Hospital Facilities and the Foundation Facilities may be modified from time to time upon the approval of

the Hospital and the Foundation, respectively, after recommendation of the Joint Planning Committee.

5. Additional Hospital Responsibilities. The introductory clause of Section 5 (Additional Hospital Responsibilities) is hereby amended to read in full as follows:

In addition to providing the Hospital Facilities and Hospital Personnel and participating on the Joint Planning Committee as provided above, the Hospital also shall:

6. Additional Foundation Responsibilities. The following provisions are hereby added to the Agreement:

In addition to providing the Foundation Facilities and Foundation Personnel and participating on the Joint Planning Committee as provided above, the Foundation shall:

- a. Support the Hospital in its provision of assistance with funding the District's Nursing Program as described in Section 5(a) of this Agreement, to such extent and on such terms and conditions to which the Hospital and the Foundation shall from time to time agree.
- b. Provide for certain ValleyCare Students certain training, education and/or learning opportunities approved by the District, the Hospital and the Foundation in accordance with the Foundation Integration Plan.

7. Selection of ValleyCare Students. Section 7 (Selection of ValleyCare Students) is hereby amended to read as follows in full:

To the greatest extent permitted by law, the Hospital and the Foundation, acting together, shall have the right to recommend the Students who shall participate in the Chabot College Nursing Program – ValleyCare Extension. The parties shall cooperate in making whatever requests are necessary to secure such right.

8. Indemnification.

a. Indemnification By District. Section 12(a) (Indemnification) of the Agreement is hereby amended to read in full as follows:

To the fullest extent permitted by law, the District shall defend, indemnify and hold harmless the Hospital and the Foundation, and their respective officers, directors, agents, and employees from and against any and all claims, liabilities, costs, damages, injury or death, fees, expenses, demands and actions, including payment of

reasonable attorneys' fees, arising out of or resulting from the performance of the Definitive Agreement, or any part thereof, on account of any negligent act or omission by the District, its sub-contractors, or anyone directly or indirectly employed by the District.

b. Indemnification by Foundation. The following is added to Section 12 (Indemnification) of the Agreement:

To the fullest extent permitted by law, the Foundation shall defend, indemnify and hold harmless the District, and its officers, directors, agents, and employees from and against any and all claims, liabilities, costs, damages, injury or death, fees, expenses, demands and actions, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Definitive Agreement, or any part thereof, on account of any negligent act or omission by the Foundation, its sub-contractors, or anyone directly or indirectly employed by the Foundation.

9. Effective Date of Amendment. The effective date of this Amendment (the "**Effective Date**") shall be November 18, 2009.

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT

THE HOSPITAL COMMITTEE FOR THE
LIVERMORE-PLEASANTON AREAS

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By _____
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VALLEYCARE MEDICAL FOUNDATION

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