



MEMORANDUM OF UNDERSTANDING

Parties: Planned Parenthood Mar Monte (PPMM)
1691 The Alameda
San Jose, CA 95126

and Las Positas Community College "AGENCY"
3000 Campus Hill Drive
Livermore, CA 94551

COMMENCING: 2/3/2011

DESCRIPTION/BACKGROUND FOR ENTERING INTO THIS MEMORANDUM OF UNDERSTANDING (MOU): Planned Parenthood will provide Reproductive Health Services at the Health Center at Las Positas Community College.


TERMS:

1. AGENCY agrees that PPMM shall provide medical services to AGENCY on the AGENCY'S site at 3000 Campus Hill Drive, Livermore, Ca 94551. PPMM and AGENCY shall have agreed upon the scope of services and schedule for service delivery and their agreement is set forth on Exhibit A to this MOU.
2. PPMM shall operate under Planned Parenthood approved medical and education protocols in the provision of services, including appropriate testing and treatment, and provision of medications or contraceptive supplies and/or education materials.
3. PPMM agrees that it will provide these services as an Independent Contractor, and not as an agent, employee, partner, or representative of AGENCY. Nor, is AGENCY an agent, employee, partner, or representative of PPMM.
4. AGENCY agrees to provide the following services without charge and in relation to this MOU and PPMM's provision of services: rent, phone, utilities, and other applicable facility-related services. Agency agrees to provide proof of fire permit to provide public services at the site. PPMM agrees that it will provide adequate staffing to achieve the services described on Exhibit A. PPMM will be responsible for compensation and benefits, as appropriate, for such staff. PPMM will also be responsible for providing necessary supplies and other materials for the provision of services. PPMM will retain revenue received from fees rendered for services to AGENCY clients and third-party payments will be retained to offset PPMM expenses related to services provided to AGENCY clients.
5. AGENCY agrees to indemnify, defend, and hold harmless PPMM, its directors, officers, agents and employees, from any claims, expenses, liabilities, or damages that PPMM may incur arising out of or relating to any breach of this Agreement by AGENCY or AGENCY's failure to properly perform its duties hereunder. PPMM agrees to indemnify, defend, and hold harmless AGENCY from any claims, expenses, liabilities, or damages

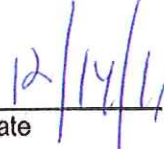
that AGENCY may incur arising out of or relating to any breach of this Agreement by PPMM or PPMM's failure to properly perform its duties hereunder.

6. PPMM shall secure and maintain in full force and effect during the full term of this Agreement professional liability insurance in the amount of at least \$1 million/\$3 million, which covers the liability assumed under this Agreement. AGENCY also shall carry insurance in the amount of \$1 million/\$3 million, which covers the liabilities assumed under this Agreement. Proof of insurance will be required upon request by either party.
7. The term of this Agreement shall begin as of the date of commencement noted above and will continue until it is terminated by AGENCY or PPMM. Either party may terminate this Agreement immediately upon written notice to the other, in the event of a material breach of this Agreement by that other party; otherwise, either party may terminate this Agreement without cause by giving a 30-day written notice of termination.
8. AGENCY agrees that during the term of this Agreement, and at all times thereafter, it will not disclose to any other person or entity any confidential or proprietary information of PPMM.
9. This Agreement and any exhibits attached hereto constitutes the entire agreement between the parties and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is written and signed by AGENCY and authorized PPMM representative.

The signatures below acknowledge acceptance of the terms of this Agreement.



Planned Parenthood Mar Monte



Date

Nina Clymer, COO

Print Name, Title

Signature of AGENCY Representative

Date

Printed Name, Title



Addendum to MOU Planned Parenthood Mar Monte (PPMM)

TERMS

6. PPMM shall secure and maintain in full force and effect during the full term of this Agreement professional liability insurance in the amount of at least \$1 million/\$3 million which covers the liability assumed under this Agreement and name the AGENCY, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT as additional insured. PPMM shall provide the AGENCY with a copy of the certificate of insurance with the additional insured endorsement.



Memorandum of Understanding Exhibit A

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Commencing: 2/3/2011

Scope of Medical Services:

The following services are available to male and female patients through the Satellite Services program:

- Pregnancy testing
- Contraceptives including Hormonal Contraceptives and condoms
- STD testing and follow-up
- Emergency Contraception
- Rapid HIV Testing
- Birth control and STD education and counseling
- Family PACT eligibility screening and certification
- Referrals for comprehensive reproductive and primary care
- Other services and exams may be available dependent on the facility

Satellite Services sites typically provide only a limited number of services. If patients present with symptoms of an infection, or if their needs are beyond the capabilities of the site or standards of practice, patients are referred to a PPMM health center or other appropriate community resource that is equipped to diagnose and treat these health issues.

Schedule of Service Delivery: Friday's to start

Fees:

There will be no fees charged to PPMM associated with the provision of its services, as outlined above unless indicated on Addendum A.