

# MEMORANDUM OF UNDERSTANDING

**PARTIES:** Healing Touch for Tri-Valley Veterans (Healing Touch)  
611 Allison Circle  
Livermore, CA 94550

AND

Las Positas College (LPC)  
Administrative Services  
3000 Campus Hill Drive  
Livermore, CA 94551  
925-424-1630

**COMMENCING:**

## **DESCRIPTION/BACKGROUND FOR ENTERING INTO THIS MEMORANDUM OF UNDERSTANDING (MOU):**

Healing Touch for Tri-Valley Veterans would like to enter into a MOU with LPC for the provisions of Healing Touch sessions to veterans at Las Positas College. Healing Touch is committed to providing Healing Touch sessions to eligible Veterans in the local community, to support healing, resilience, and well being of individuals who have served our country as part of our military forces. To that end, participating practitioners have established a Healing Touch Clinic that offers care, free of charge, for military veterans and their immediate family members of the Tri-Valley area.

This agreement between Las Positas College and Healing Touch for Tri-Valley Veterans will be guided by the following principles:

- Patients rights will be respected at all times
- Exceptional courtesy to patient and staff members
- Decision-making and inter-facility collaborations will be in the best interest of patients.
- Information and resources will be shared to best meet the needs of patients.

**TERMS:**

1. LPC agrees that Healing Touch will provide services on LPC's site at 3000 Campus Hill Drive, Livermore, CA 94551. LPC agrees to provide Healing Touch with an available office space.
2. Healing Touch Team Leader and LPC Veterans Program Coordinator, and Academic Dean will meet quarterly to coordinate and resolve any operating issues.

3. Healing Touch staff will provide Healing Touch Treatments to Veterans. Healing Touch is run by practitioners trained through HealingTouchProgram.com who abide by the Healing Touch Code of Ethics, Professional Guidelines, and laws of the State of California. Each practitioner will use only techniques and charting methods taught and endorsed by the Healing Touch Program. Practitioners carry individual Personal and Professional Liability Insurance. Patients are provided written Treatment Information and Disclosures, and sign Consent forms prior to treatment. Healing Touch does not provide medical services.
4. Healing Touch agrees that it will provide these services as an Independent Contractor, and not as an agent, employee, partner, or representative of LPC. Nor is LPC an agent, employee, partner or representative of Healing Touch.
5. LPC agrees to provide the following services without charge and in relation to this MOU and Healing Touch's provision of services: rent, phone, utilities, and other applicable facility related services. Healing Touch agrees that it will provide adequate staffing to achieve the services described herein. Healing Touch will be responsible for any compensation and benefits, as appropriate, for such staff. Healing Touch will also be responsible for providing necessary supplies and other materials for the provision of services.
6. LPC agrees to indemnify, defend, and hold harmless Healing Touch, its directors, officers, agents and employees, from claims, expenses, liabilities, or damages that Healing Touch may incur arising out of or relating to any breach of this agreement by LPC or LPC's failure to properly perform its duties hereunder. Healing Touch agrees to indemnify, defend, and hold harmless LPC, its directors, officers, agents and employees, from claims, expenses, liabilities, or damages that LPC may incur arising out of or relating to any breach of this agreement by Healing Touch or Healing Touch's failure to properly perform its duties hereunder.
7. Healing Touch shall carry insurance in the amount of \$1 million, which covers the liabilities assumed under this agreement. LPC shall also 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.
8. The term of this Agreement shall begin as of the commencement noted above and will continue until it is terminated by LPC or Healing Touch. 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 30-day written notice of termination.
9. This Agreement and any exhibits attached hereto constitute 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 an authorized representatives from both LPC and Healing Touch

