

**FIRST AMENDMENT TO  
STUDENT HEALTH & WELLNESS CENTER AGREEMENT**

This First Amendment (“**Amendment**”) is entered into as of August 18, 2020 (the “**Amendment Effective Date**”) by and between The Hospital Committee for the Livermore-Pleasanton Areas, a California nonprofit public benefit corporation, doing business as Stanford Health Care – ValleyCare (“**SHC-VC**”) and Chabot-Las Positas Community College District (“**College District**”), and supplements and amends that certain Student Health & Wellness Center Agreement by and between SHC-VC and College District dated June 1, 2019 (the “**Agreement**”).

**WHEREAS**, SHC-VC and College District are parties to the Agreement, pursuant to which SHC-VC provides certain services to College District at its Las Positas College campus (“**Las Positas**”) in connection with the operation of the Las Positas College Student Health & Wellness Center, located at 3000 Campus Hill Drive, Livermore, California (the “**Wellness Center**”);

**WHEREAS**, SHC-VC employs and supplies certain support staff to assist in the operation of the Wellness Center and part of the compensation payable by College District to SHC-VC pursuant to the Agreement reflects the costs incurred by SHC-VC to provide such support staff, including the Health Education Program Assistant/Front Office Clerical staff as defined in the Agreement (the “**Position**”);

**WHEREAS**, the parties have agreed that the Position would be vacant starting April 10, 2019 and expected to remain vacant through the end of the 2021 spring semester (*i.e.*, through May 28, 2021). Accordingly, the parties wish to amend the Agreement by removing the Position and making corresponding adjustments to the compensation terms under the Agreement; and

**WHEREAS**, it is the mutual desire and intent of the parties hereto to enter into this Amendment upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter set forth, SHC-VC and College District hereby agree as follows:

**1. Support Staff.** Section 2.03 of the Agreement (Support Staff) is deleted and replaced by a new Section 2.03 as set forth below:

2.03 Support Staff.

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. Fall/Spring Term Staff.** Section 2.04 of the Agreement is deleted and replaced by a new Section 2.04 as set forth below:

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**

**Summer Term:**

**Program Coordinator/Nurse Practitioner – 1.0 FTE**

**Medical Assistant – 0.5 FTE**

**3. Disbursements to SHC-VC.** Section 4.02 of the Agreement is deleted and replaced by a new Section 4.02 as set forth below:

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 \$141,884.50, and on or before the Fifteenth (15th) day of February 2021 in the amount of \$147,960.50. 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 3.02 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 3.02 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. Unless otherwise provided for under this Agreement, College District shall not be responsible for any 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.

**4. Continuation.** Except as specifically amended and modified by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms as in existence on the date of this Amendment.

**5. Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

**6. Conflicts.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

**7. Reference.** The terms and provisions of this Amendment are incorporated by this reference into the Agreement as though fully set forth in the Agreement. From and after the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended and modified by this Amendment.

**8. Counterparts.** This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*Signature page follows.*

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed in its name and on its behalf as of the Amendment Effective Date.

**STANFORD HEALTH CARE – VALLEYCARE**

The Hospital Committee for the Livermore-Pleasanton Areas, a California nonprofit public benefit corporation, dba Stanford Health Care – ValleyCare

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_