

**Chabot College Nursing Program – ValleyCare Extension**

**AMENDMENT TO  
NURSING PROGRAM DEFINITIVE AGREEMENT  
August 18, 2014**

This Amendment (the “**Amendment**”) to the Nursing Program Definitive Agreement, dated as of August 18, 2014 (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**”), 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 Hospital is willing and able to provide certain facilities and staff for the clinical component of the Nursing Program, and the District, the Hospital and

D. **Whereas**, the District and Hospital 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 pursuant to which the Hospital provide facilities and staff to the Nursing Program and thereby create and provide learning opportunities to Students; and

E. **Whereas**, the District and Hospital 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. Additional Hospital Responsibilities.** The introductory clause of Section 6 (Additional Hospital Responsibilities) is hereby amended to read in full as follows:

In addition to providing the Hospital Facilities and Hospital Personnel, the Hospital also shall:

- a. The hospital will provide continue funding of \$25,000 for the academic year. The term of the funding will be August 18, 2014 through May 31, 2015. At the conclusion of this funding cycle, the hospital will terminate their agreement to subsidize student education under the 2003 MOU.
- b. As contribution to community health education, the hospital will continue to provide students at both colleges the opportunity to gain practical clinical experience at their facility. The hospital will continue to be an active partner in supporting nursing education through the provision of clinical placements for the Chabot College Nursing Program on a year to year basis unless terminated within 90 days by either party.

**2. 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.

**3. Effective Date of Amendment.** The effective date of this Amendment (the “**Effective Date**”) shall be August 19, 2014.

CHABOT-LAS POSITAS COMMUNITY  
COLLEGE DISTRICT

THE HOSPITAL COMMITTEE FOR THE  
LIVERMORE-PLEASANTON AREAS

By \_\_\_\_\_  
Jannett N. Jackson  
Chancellor

By \_\_\_\_\_  
Scott Gregerson  
Chief Executive Officer

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