

PERALTA COMMUNITY COLLEGE DISTRICT STUDENT HEALTH PROGRAM

This Peralta Community College District Student Health Program Agreement (the "AGREEMENT") is entered into on _____ by the Peralta Community College District ("PCCD"), and Asian Health Services ("AHS") for the Peralta Community College District Student Health Program (collectively, "PARTIES").

The term of this AGREEMENT is from July 1, 2012 to June 30, 2013.

Acronyms

- AHS – Asian Health Services
- FQHC – Federally Qualified Health Center
- HSD - Health Services Director
- PCCD – Peralta Community College District
- PM - Asian Health Services Project Manager
- PWC – Peralta Wellness Center
- SHP - Student Health Program
- SHSAC – Student Health Service Advisory Committee
- VCSS –Vice Chancellor of Student Services

Exhibits:

- A. Scope of Services
- B. Furniture Requirements and Responsibilities; and Materials Resource List
- C. Notice Contacts
- D. Payment Schedule
- E. Facilities Plan
- F. Position Description Health Services Director
- G. Position Description Asian Health Services Program Manager

If the terms in the Exhibits conflict with any terms in this AGREEMENT, then the terms in this AGREEMENT shall prevail.

I. GENERAL REQUIREMENTS

Establishment of the working and financial relationship between Asian Health Services and PCCD for the purpose of developing and providing healthcare services to PCCD students.

The role of AHS will be to: (1) provide physical and mental health services at the Peralta Wellness Center located at Laney College, and expand these services as budget and facilities allow, (2) consult and provide support for the expansion of services to all Peralta campuses (College of Alameda, Berkeley City College, Laney College, and Merritt College).; and (3) reinvest third party revenue from the Peralta Wellness Center into additional services or supplies to benefit Peralta students.

The role of PCCD will be to direct the provision of health services, provide facilities, resources and materials towards health services, including administration of student health fees.

The Health Service Director (HSD), supervised by the Vice Chancellor of Student Services, will:

- Act as interface between Asian Health Services and the Peralta Community College District (PCCD) system
- Maintain on-going communication with the Asian Health Services Program Manager

Asian Health Services Program Manager (PM), supervised by the Asian Health Services Community Services Director, will:

- Provide financial invoicing and data reports on a quarterly basis.
- Will invoice quarterly per Exhibit D
- Will expand provided services as directed by AHS and approved in writing by PCCD.
- Include third party payments on a semiannual basis (in December and June) with quarterly financial invoicing and reconciliation. See Exhibit D for specific dates and timeframes.
- Schedule a minimum of two (2) meetings per quarter with the HSD.

II. AGREEMENTS AND RESPONSIBILITIES

A. Peralta Community College District (PCCD) responsibilities:

1. PCCD shall develop health services that provide health access and educational equity to meet the needs of all PCCD students.
2. Under the supervision of the Vice Chancellor of Student Services (VCSS), the Health Services Director (HSD) is responsible and accountable for managing the daily services and operations of the Student Health Program, and the Student Health Program for compliance with the California Education Code and Title V and other PCCD requirements, in addition to providing general administrative support. The position description for this role is Exhibit F. PCCD shall be responsible for convening an on-going advisory group, the Student Health Services Advisory Committee (SHSAC) to represent the needs of the students and communities at the four PCCD campuses.
3. PCCD shall enter a financial contract directly with AHS to provide health services.
4. The Health Services Director (HSD) and the AHS Project Manager (PM) shall collaboratively develop policies that jointly impact both organizations. Policies and procedures that impact AHS clinical services only are developed exclusively by AHS.
5. The PCCD Health Services Director shall be responsible for making recommendations to the appropriate PCCD signatories for approval to make any changes in funding or scope of services. For PCCD, the authorized individual to approve funding and scope of services is the Chancellor in accordance with PCCD's Board Policies and Administrative Procedures.
6. The PCCD Health Services Director shall monitor the clinical services delivery contract with AHS.
7. PCCD shall provide payment to AHS through monies from the student health fee..
8. PCCD shall provide adequate notice of anticipated building closure and vacation schedules.
9. PCCD shall comply with the Facilities Plan (Exhibit E).
11. PCCD shall be responsible for on-campus outreach and marketing.
12. PCCD shall be responsible for health education programs other than one-on-one education occurring in a clinical setting. The education programs can include, but are not limited to, group presentation and classes. PCCD shall be responsible for communication regarding health services and the student health fee with/between campuses and AHS and other community agencies.

B. Asian Health Services (AHS) responsibilities:

1. AHS shall develop professional clinical health services recommendations and advice for the PCCD Student Health Program that best meet the needs of the students on all four campuses, based on data-identified health needs with the goal of holistic clinical care and with regard to Education Code Section 76533 and related regulations.
2. AHS shall consult with PCCD in developing a health services plan that incrementally increases services as new facilities for the provision of care are located, and as budget allows.

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3. AHS shall Represent AHS on the SHSAC.
4. AHS shall ensure that the health center facilities meet licensing requirements under state regulations.
5. AHS shall serve in an advisory role in the construction and development of the physical space for the PWC on or near the Laney Campus.
6. AHS shall prepare quarterly statistical reports and periodic presentations as requested.
7. AHS shall provide an annual updated Scope of Services by April 30th of each year. Have exclusive rights and responsibilities to operate for an mutually agreed upon number of hours a week. Specific hours will scheduled through a collaborative process between HSD and PM.
8. AHS shall provide invoices and accounting as described in the attached Payment Schedule.
9. AHS shall obtain and remain current for all required licenses and special permits issued by federal, state, and local agencies related to the services it provides, including but not limited to the California Health and Safety Code, Division 2 and Title 22 and Title 17 of the California Code of Regulations, or successors thereto.
10. AHS shall maintain certification to participate in the Medicare and Medi-Cal programs under Titles 18 and 19 of the federal Social Security Act and/or all other such future programs necessary to fulfill its obligations under this agreement.
11. AHS shall comply with any and all legal requirements applicable to the provision of care, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) laws.
12. AHS shall maintain insurance throughout the entire term of this AGREEMENT and following termination of this AGREEMENT, coverage shall be provided for a period of no less than five (5) years after the termination date. AHS shall add PCCD as additional insured for all applicable insurance. AHS shall also provide proof of insurance for operating such clinics, including but not limited to medical malpractice insurance and the following insurance:
 - a. Malpractice Insurance, with a limit of \$1,000,000 per incident and \$3,000,000 in the aggregate per year; and General and Contractual Liability Insurance, with a limit of \$1,000,000 per incident and \$3,000,000 in the aggregate per year;
 - b. Property Insurance to cover for its own equipment use;
 - c. Automobile Liability Insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included), with a combined with equal limit of no less than \$1,000,000 per occurrence.
 - d. Workers Compensation Insurance, with a yearly premium of \$70,000 minimum for AHS.
13. AHS shall comply with all policies, procedures, regulations, and law, including but not limited to CCR 54710 regarding the provision of services to minors. Education Code Section 45125.1 states that if employees of any consultant providing school site administrative or similar services may have any contact with any underage pupils (younger than 18 years of age), those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. AHS shall ensure that all employees providing care and administrative services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to PCCD.
14. AHS shall comply with policies jointly developed by the HSD and the AHS PM.
15. AHS shall cooperate with PCCD in the development and implementation of unit plans, program review, and student learning outcomes. Student learning outcomes will be specifically developed so as to not create delays in patient flow in the clinic.
16. AHS shall evaluate clinical services each semester for the duration of this AGREEMENT, and conduct a health needs assessment at least once every two academic years. Based on the hours

of service, provide projections, productivity, and utilization reports of the number of patients to be served. Conduct quality of care and satisfaction surveys annually, no later than thirty (30), days from the end of each fiscal year.

17. AHS shall purchase of all necessary medical equipment, medical supplies, office equipment, and office supplies. AHS shall be responsible for supplying computer software, including licenses and technical support for same and WAN connectivity. AHS shall be responsible for providing all non-PCCD personnel, including IT support, for hardware and software used solely by AHS.
18. All AHS staff working with PCCD shall be hired and assigned by AHS pursuant to its usual and customary hiring and assignment policies and practices. All AHS personnel responsible for clinic staffing and supervision activities shall be subject to the hiring, firing, transfer, tenure, to identify supervision and evaluation procedures of AHS. AHS will engage PCCD to identify mutual preferences in hiring of employees/subcontractors in support of the PCCD student and campus community. AHS will provide the resume of each employee or sub-contractor to PCCD within thirty (days) of each hire or within thirty (30) days from the commencement of this Agreement.
19. AHS shall ensure that all AHS personnel and associates carry identification recognizable by PCCD when on PCCD property.
20. AHS shall fully participate, with legal counsel from AHS if needed or desired, with PCCD investigations and disciplinary procedures if students file grievances against AHS and its personnel staff or when students are disciplined.
21. Funding:
 - a. AHS shall bill 3rd party and provide an ongoing plan and analysis of the reimbursement mechanisms available to sustain and expand services, including, but not limited to, third party reimbursement, grant funding, Family PACT, EPSDT, and other public and private third-party payers.
 - b. AHS will bill Medi-CAL, Medicare, Healthy Families, Family PACT, and other third-parties directly for services provided to students with such plans. AHS will collaborate with PCCD to explore prior whether AHS should bill private commercial insurance directly for services provided to students with such plans. AHS shall be allowed to survey students who have private commercial insurance, so that the collected data may be utilized to explore the efficacy of billing private commercial insurance after the first year of implementation. PARTIES agree that no student's private commercial insurance may be charged for services provided at the Clinic without the full written consent of PCCD through an amendment of this AGREEMENT. All third-party payor revenues shall be reported to PCCD on a yearly basis. A reconciliation of all third party payments shall be reviewed annually, six months after the end of each fiscal year (in December). Within sixty (60) days from the end of each quarter, cumulative Funds received from third-party payors', will be credited to PCCD on quarterly invoices.
 - c. Communication and coordination are fundamental to successful fund development. AHS shall not seek the same grants from corporations or foundations as the PCCD without the prior knowledge of the Health Services Director. AHS will inform and work collaboratively with PCCD in the fundraising and grant writing.
22. Management Organization
 - a. AHS will provide PCCD with a management organization chart to include the name, title, physical address, email address, and their office and cell telephone numbers.
23. Hours/Days of Operation
 - a. AHS will provide health services during all periods of time that the college is open, including summer and intersession and excluding weekend hours. If any change in service hours is required for contractor need, notice will be

given of the change in hours of operation and must be preapproved by the Director of Health Services.

III. PAYMENT

- See attached schedule of accounting and payments due (Exhibit D). Patricia, your email wanted invoices in a timely manner, your Exhibit covers this issue.
- AHS and PCCD will jointly cooperate in financial audits as deemed necessary.

IV. TERMINATION AND AMENDMENTS

- This AGREEMENT shall commence on July 1, 2012 and continue until June 30, 2013, unless terminated by the PARTIES.
- Any of the PARTIES shall have the right to terminate the AGREEMENT by giving written termination notice no less than ninety (90) days. The written notice shall state the effective ending date as no later than the upcoming end of semester to ensure that students paying the Health Fee shall receive services for the semester paid.
- Termination in the Event of Force Majeure. This AGREEMENT shall be terminated if natural or man-made disasters, labor strikes, or government action would have the effect of preventing PCCD from operating the Clinic on an economic or legal basis or subjecting PARTIES to civil or criminal prosecution. PARTIES shall first act in good faith to make amendments or alterations to determine whether compliance with such requirements is impossible or infeasible.
- Amendment and Signatures. This AGREEMENT may be amended in writing upon mutual agreement by all PARTIES hereto. This AGREEMENT may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of execution and delivery, and the counterparts shall constitute one and the same document.

V. GENERAL TERMS AND CONDITION

- A. Mutual Hold Harmless Clause. Under this AGREEMENT, PCCD agrees to indemnify, defend and hold AHS harmless, including their officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the performance of this AGREEMENT, including but not limited to operations of Clinic hereunder, resulting from the conduct, negligent or otherwise in whole or in part (comparative liability), of PCCD, its officers, trustees, agents, representative, or employees under this AGREEMENT, to the extent permitted by law.
- Under this AGREEMENT, AHS agrees to indemnify, defend and hold PCCD harmless, including their officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the performance of this AGREEMENT, including but not limited to operations of Clinic hereunder, resulting from the conduct, negligent or otherwise in whole or in part (comparative liability), of PCCD, its officers, trustees, agents, representative, or employees under this AGREEMENT, to the extent permitted by law.
- B. Mediation. Unless prohibited by law, the PARTIES to this AGREEMENT hereby covenant to submit all disputes arising out of this AGREEMENT to mediation. The forum for the mediation shall be in Alameda County. The PARTIES shall in good faith attempt to resolve the matter before pursuing other available legal remedies. Any party may initiate mediation by sending a written demand to the other party. The written demand shall describe the dispute with specificity.

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- C. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES hereto and supersedes in all respects all previous or contemporaneous communications, understandings and agreements regarding the content of this AGREEMENT, either written or oral.
- D. Modification. This AGREEMENT may not be modified or amended except in writing and signed by the PARTIES hereto.
- E. Assignment. AHS shall not assign its rights or delegate its duties hereunder without the prior written consent of PCCD.
- F. Non-Discrimination Clause. The PARTIES agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, PCCD Board Policy 4.03, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.
- G. Sexual Harassment. AHS assures that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. PCCD shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.
- H. Equal Opportunity in Contracting. PCCD is committed to ensuring equal opportunity and equitable treatment in awarding and managing its public contracts. Therefore, it is the policy of PCCD to encourage and facilitate full and equitable opportunities for small local business enterprises and small emerging local business enterprises to participate in prime contracting and subcontracting with PCCD. PCCD policy prohibits discrimination in PCCD programs and services, including contracting, subcontracting, personal and professional services, goods and maintenance, repairs, and operations. AHS shall fully comply with the PCCD'S equal opportunity and equitable treatment policies and implementing procedures and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law in the performance of the AGREEMENT.
- I. Independent Contractor. It is mutually understood and agreed that AHS are at all times acting and performing hereunder as independent contractors. PCCD shall not provide any AHS's employee Workers' Compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits made available to PCCD employees.
- J. Compliance with Laws. AHS shall fully comply with all laws, executive orders, regulations, PCCD Board Policies, and other legal requirements applicable to AHS and to the performance of this AGREEMENT. Failure to comply with this Article shall constitute a material breach of the AGREEMENT. (Board Policies can be found on the PCCD website.)
- K. Hazardous Substances. AHS shall safely and properly handle, treat, and dispose of all hazardous substances and waste where the release or presence of such substances in the environment gives rise to any liability or obligation to remove, clean-up, encapsulate, or otherwise remediate such release or presence under any law. Normal office operation related trash will be disposed

of by PCCD. AHS shall maintain all records pertaining to hazardous materials for at least thirty (30) years.

- L. Technology Accessibility. AHS hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, and California Government Code Section 11135 incorporating Section 508. AHS agrees to promptly respond to and resolve any complaint regarding accessibility of the WORK which is brought to its attention.
- M. Drug-free Workplace. AHS certifies that AHS will comply with the requirements of California's Drug-Free Workplace Act of 1990, California Government Code Section 8350 et seq., and will provide a drug-free workplace by taking the following actions:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AHS/HCSA'S workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - 2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. AHS/HCSA'S policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations.
 - 3. Requiring that each employee engaged in the performance of the AGREEMENT be given a copy of AHS/HCSA'S drug-free policy statement and agree to abide by the terms of AHS/HCSA'S statement as a condition of employment on the AGREEMENT.
- N. Workers' Compensation. AHS certifies that it is aware of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. AHS further certifies that it does and will comply with such provisions before commencing performance of the AGREEMENT and for the duration of the AGREEMENT.
- O. Duty to Keep Information Confidential. The PCCD shall furnish to AHS such information, including student enrollment and payment information and proprietary data ("INFORMATION") and provide to AHS personnel, equipment, and materials as may be reasonably necessary and appropriate for AHS to provide the services under this AGREEMENT. As used herein, the term "INFORMATION" is to be broadly defined and includes, but is not limited to any information of the type which the PCCD has a legal obligation to keep confidential or which the PCCD treats as confidential or proprietary, whether or not owned or developed by the PCCD. As a material condition to AHS providing the services under this AGREEMENT, AHS acknowledges a continuing responsibility with respect to the INFORMATION and agrees:
 - 1. that the INFORMATION is, shall be, and shall remain the exclusive property of the PCCD and AHS shall neither have nor acquire any right, title, or interest therein; to keep all INFORMATION confidential and not to copy, publish, transmit, or disclose to others or allow any other party to copy, publish, transmit, or disclose to others any INFORMATION, except in accordance with AHS/HCSA's responsibilities to the PCCD pursuant to this AGREEMENT and in furtherance of the interests of the PCCD; and,
 - 2. To use the INFORMATION exclusively for the purpose of providing the services under this AGREEMENT.
 - 3. During the time that this AGREEMENT remains in effect and at all times thereafter, AHS agrees to keep the INFORMATION confidential and not to copy, publish, transmit, or disclose

- to others or allow any other party to copy, publish, transmit, or disclose to others, any INFORMATION without the PCCD's prior written approval.
4. Upon termination of this AGREEMENT, AHS shall return to the PCCD any and all INFORMATION and any other materials, notes and copies relating to the PCCD and/or any assignments in AHS/HCSA's possession or under AHS/HCSA's control and shall not subsequently use the INFORMATION whether adverse to the PCCD or otherwise.
 5. The foregoing confidentiality obligations of AHS shall not apply to any INFORMATION that (a) is a matter of public knowledge (from a source or sources other than AHS/HCSA), (b) is independently developed by a person not a party to this AGREEMENT without the use, directly or indirectly, of INFORMATION, or (c) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed, provided that AHS shall, prior to making any such required disclosure, notify the PCCD in sufficient time to permit the PCCD to seek an appropriate protective order.
- P. Breach of Confidentiality. PARTIES agree that in the event of a breach, threatened breach, violation, or evasion of the terms of this section, immediate and irreparable injury shall occur to the injured party, that such injury shall be impossible to measure or remedy in monetary damages, and the PCCD shall be authorized to seek recourse to all equitable remedies, including injunctive relief or specific performance, provided however that such remedies shall not be exclusive of other legal or equitable remedies otherwise available under this AGREEMENT and/or at law.
- Q. Return of Information. Upon termination of this AGREEMENT or upon request by the PCCD, AHS will promptly deliver to the PCCD all drawings, notes, memoranda, presentations, brochures, specifications, programs, reports, and other documents and manifestations, with all copies and any other materials containing or disclosing INFORMATION related to the PCCD, whether prepared by AHS or another party. AHS agrees not to retain any written or other tangible material containing any material concerning or disclosing any INFORMATION and to maintain the confidentiality of this INFORMATION and materials in the future.
- R. Duration of Obligation. The obligations of the PARTIES pursuant to this section shall extend indefinitely beyond the AGREEMENT PERIOD.
- S. Nothing in this AGREEMENT shall prohibit AHS from reusing elements that are not Peralta-specific from the deliverables to PCCD in other client reports and in publications. These would not be Peralta specific, but analysis of the industry and specific AHS. For example, the needs assessment report will include a detailed comparison of AHS viability based on market share, sales, profitability, number of staff and AHS performance per existing customers based on surveying done by AHS/HCSA.
- T. Authority. Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Peralta Community College District. An AUTHORIZED AGENT for each PARTY shall sign. The PARTIES have caused the AGREEMENT to be executed effective as of the effective date.
- U. Cooperation and Disposition of Claims. PCCD and AHS agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any conditions under this AGREEMENT. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigations, defense, and disposition of claims of third parties arising from the conditions under this AGREEMENT.
- W. **Reports and Audits.** No more than once annually and upon reasonable prior notice,

PCCD may examine AHS's records to ensure that AHS is accurately reporting financial information in compliance with the Agreement. Any such examination will be conducted during regular business hours at AHS's offices and shall not interfere unreasonably with AHS's business activities. Any items identified to be underreported in the audited period will be credited within thirty (30) days of notice from PCCD. AHS reserves the right to appeal such findings within thirty (30) days of notification from PCCD.

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SIGNATURE PAGE

ASIAN HEALTH SERVICES

Ms. Sherry Hirota
Chief Executive Officer
Asian Health Services

PERALTA COMMUNITY COLLEGE DISTRICT

Dr. Jacob Ng
Vice Chancellor of Student Services
Peralta Community College District

Dr. Wise Allen
Chancellor
Peralta Community College District

APPROVED AS TO LEGAL FORM:

Signature: _____
Print Name: Thuy Thi Nguyen
Title: General Counsel, Peralta Community College PCCD

Date: _____

EXHIBIT A: SCOPE OF SERVICES

AHS shall perform all services prescribed including, but not limited to, the following:

A. Medical Services

- Pregnancy Testing
- Family Planning
- Birth Control
- Pap Smears
- Sexually Transmitted Infections Testing & Treatment**
- Health Education (one- on-one, as needed)
- HIV Testing
- Flu Shots
- TB Testing
- On-site Assessment by a Medical Provider
- Mental Health Counseling and Referral
- Physical Exams for College Transfers, Externship, or Employment
- Referrals for Urgent Care
- Insurance Eligibility Screening and Enrollment Services
- Resource and Referral Services
- Laboratory testing:
 - Labs Covered: STI testing, HIV testing, TB tests
 - Other lab tests are not covered.
 - Students are responsible for paying lab fees that are not covered. The Peralta Wellness Center does not accept any payments.
- Immunizations are NOT covered.

B. Mental Health Services

- Brief Therapy and Individual Counseling
- Crisis Intervention
- Relationship Counseling
- Substance Abuse Counseling and Referral
- Stress Management
- Depression Counseling
- Assessment of Ongoing Needs and Referral Assistance

C. Individual Health Education including but not limited to:

- Pregnancy Prevention
- HIV/STD Prevention
- Substance Abuse Prevention
- Violence Prevention and Safety
- Family Planning

D. Support Services:

A variety of services supporting the clinical and mental health efforts including, but not limited to: maintenance of health records in a confidential and ethical manner, laboratory, radiology, and/or pharmacy services.

- E. **Hours of operation** for the Clinic shall be regularly scheduled during times when Laney College is open, including Fall, Spring, and Summer class sessions and excluding PCCD's holidays and winter break. Hours of operation for the Clinic shall be kept on a regular and posted schedule. Depending upon volume, the hours may be changed by mutual agreement of the PARTIES.
- F. **Disclaimers:**
- There may be additional fees for some services. If you are eligible or have existing coverage, your Medi-Cal account may be billed.
 - No student shall be denied a service supported by the Student Health Fee on account of participation in athletic programs.
 - AHS is not required to serve students who have successfully been waived by PCCD from paying the Student Health Fee.

PARTIES understand that the Student Health Fee collected may be used only to fund clinical services to students at PCCD.

EXHIBIT B: FURNITURE REQUIREMENTS AND RESPONSIBILITIES; AND MATERIALS RESOURCE LIST

- A. PCCD is responsible for
- Personnel
 - o PCCD nurses,
 - o clerical support for health fee administration
 - o custodial costs
 - Independent Contracts with Asian Health, La Clinica de la Raza, Lifelong Medical Care, and other community health care providers
 - District Liability Costs
 - District M & O fees
 - Phone/Fax lines; phones
 - Dues, Memberships Fees
 - SLOs/Research: National College Health Survey
 - District Advertising
 - District Miscellaneous Costs
 - Events (e.g. Health Fair)
 - Duplicating
 - Travel, Conference
 - Horizontal cabling (IT support for connectivity)
- B. Asian Health Services is responsible for:
- Personnel: sufficient personnel to comply with regulations, and that are within budget.
 - Costs associated with Biohazardous Waste removal
 - Medical Equipment and Medical Furniture (e.g. exam tables)
 - Literature
 - Disinfection (Autoclave)
 - Medical supplies/Vaccines
 - Office Supplies and Office File Cabinets
 - Costs associated with storage of medical records
 - Overhead (includes liability insurance, WC, malpractice)
- C. PCCD/Measure A:
- Furniture for waiting room, reception and LCSW office (office desks, office chairs, waiting room furniture)
 - Upgrades on Existing Facilities
 - Signage

EXHIBIT C: NOTICE CONTACTS

A. PCCD's NOTICE CONTACT

Name: Wise Allen
Title: Interim Chancellor
Address: 333 E. 8th Street
Oakland, CA 94606
wallen@peralta.edu
Telephone: (510) 466-7302

B. AHS's NOTICE CONTACT

Name: Sherry Hirota
Title: Chief Executive Officer
Address: Asian Health Services
818 Webster Street
Oakland, CA
Telephone: 510-986-6800

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EXHIBIT D: Payment Schedule

- For the one year of implementation of this contract (July 1, 2012 to June 30, 2013), PCCD shall pay AHS annually a total amount not to exceed \$500,000, based on PCCD approval of the costs incurred by AHS.
- For the purpose of ensuring that services promised (Exhibit A, Scope of Services) are rendered, an accounting of said deliverables will be made on 10/31, 1/31, 4/30 and 7/31 of the 2012-2013 years to PCCD.
- The accounting shall include quarterly and cumulative totals, by the month. AHS will submit an invoice to PCCD by 11/15, 2/15, 5/15 and 8/15 respectively. PCCD shall submit payment for the invoice to HSCA by 12/15, 3/15, 6/15 and 9/15 respectively.

Reporting period	AHS provides costs	PCCD payment due
7/1-9/30	11/15	12/15
10/1-12/30	2/15	3/15
1/1-3/31	5/15	6/15
4/1-6/30	8/15	9/15

- All third-party payor revenue that results from the Peralta health provision activities shall be reported to PCCD on a semi-annual basis. A reconciliation of all third party payments shall be reviewed semi-annually, six months after the end of each fiscal period (in June and December).

Reporting Period	Reconciliation due in quarterly report of this date:
1/1 -6/30	Due December
7/1 – 12/31	Due June

- In the case that anticipated funding from the Student Health Fees is not available to pay HSCA in full, the following three scenarios will be considered:
 1. Reduce the health services offered to match the funding available.
 2. Reconfigure the services to increase cost-effectiveness.
 3. Find additional revenue sources primarily through the agency of Alameda County Health Services.
- AHS and HSCA are aware that students seeking waiver for apprenticeship and religious reasons will not need to pay and will not receive services, and AHS shall not expect the PCCD to pay for their fees.
- PARTIES understand that not all payments collected from Student Health Fee shall be made payable to AHS.
- Furthermore, on January 26, 2010, PCCD’s governing board passed the following resolution, in part:

“Be it resolved that the student health fees shall not be expended for the following expenses:

- (a) Salaries of personnel not directly involved in the delivery of student health services;
- (b) Administrative salaries (assistant dean level or its equivalent and above);
- (c) Athletic trainers' salaries;
- (d) Athletic insurance for the intercollegiate athletic team;
- (e) Medical supplies for athletics;
- (f) Physical examinations for intercollegiate athletics;
- (g) Ambulance services and salaries of health professionals for athletic events;

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- (h) Any deductible expenses for accident claims filed for athletic team members;
- (i) Sabbatical expenses for health service personnel; or
- (j) Any other expense that is not available to all students.”

Pursuant to Education Code and Title V, AHS also agrees that the Student Health Fee may be expended for the following costs related to the provision of health services:

- (a) Costs incurred in the planning, supervision, and evaluation of student health programs and services;
- (b) Administrative salaries (below the level of Dean or its equivalent);
- (c) Cost of instructional materials for health education;
- (d) Consultants directly involved in student health service programs;
- (e) Rental and lease of space for the conduct of student health programs and services;
- (f) Cost of equipment and medical supplies;
- (g) Salaries of student health personnel directly involved in the delivery of student health services (including fringe benefits);
- (h) Student health and/or hospitalization insurance; and
- (i) Travel with student health services funds is limited to student health personnel and only for student health related activities.

And that these identifiable expenses incurred which directly benefit the student health service program are allowable charges to the student health fund for the health services authorized by the PCCD Board of Trustees. Where the expense is not exclusively for the student health program, only the prorated portion applicable to the student health service program may be charged against this fund.

EXHIBIT E: FACILITIES PLAN

- PCCD shall develop plans and initiate construction of a permanent health clinic at or around Laney College with the input from the Vice Chancellor of Student Services/designee, HSD, Laney College (if located at Laney College), and AHS. PCCD shall provide a location for a FQHC approved Health Services Clinic (PWC) as set forth below.
- PCCD shall allocate District's Measure A facility bond funds, currently allocated at \$2 million, to be expended to construct, renovate, and refurbish the clinical site(s) for the Student Health Program, serving all PCCD students.
- PCCD shall provide all reasonably necessary real property, land use rights, and infrastructure including but not limited to plumbing and sewer, phone lines, electrical outlets, and technology wiring for clinical services, confidential counseling services, office space, a reception area for the clinic, and other space as deemed necessary for the full operation of the PWC appropriate for the agreed upon level of health services for both short- and long-term health services.
- PCCD will ensure that the clinical facility is in compliance with all CCR Title 22 regulations pertaining to clinic licensure standards as well as Fire Safety Code.
- PCCD shall provide continuous building, custodial, and maintenance services and utilities (including IT connectivity) needed to provide health services. PCCD shall be responsible for horizontal cabling and IT support for connectivity. PCCD shall provide adequate phone and fax lines.
- PCCD shall allocate District's Measure A to provide office furniture such as desks, chairs, and bookcases as described in Exhibit B, attached. PARTIES agree these items shall be purchased and owned by PCCD.
- Additionally, PCCD shall provide, at its own expense, non-reserved parking space and facility access keys for AHS professional staff while they are working in the clinic. PCCD and Laney College (if located at Laney College) shall include a space for the permanent clinic in the master plan for the college. The process for planning and building for the master plan shall be approximately five years. As soon as possible the PWC will move out of temporary quarters and into a permanent long-term space that can be licensed as an FQHC.

EXHIBT F: Position Description Health Services Director

EXAMPLES OF DUTIES (Include but are not limited to :)

- Develops and directs health services plan in the Peralta Community College District, consistent with appropriate mandated regulations. In collaboration with the Student Health Services Work Group (SHSWG), with input from constituents from all colleges and assessment of the health care needs of Peralta students, develops the district health services plan in accordance with the district mission, goals and policies.
- Engages established Planning and Budgeting Integration Model (PBIM) processes to further the development of district-wide health services. Works actively with college leadership, faculty, staff and students to establish health programs that promote student success and achievement of student learning outcomes, and provide student access to health services and educational equity.
- Develops and recommends an annual budget to the Vice Chancellor of Student Services (VCSS) for the student health services. Provides the VCSS with a detailed accounting of Student Health Fee revenues.
- Under the supervision of the VCSS, assumes responsibility and accountability for overseeing the Health Service Initiative Project. Develops the scope and direction of clinical services in consultation with the community partner/clinical service provider and the Student Health Services Work Group (SHSWG). Clarifies the roles and responsibilities of PCCD and the community partner/clinical service provider as they pertain to the Health Fee Initiative Project. Monitors the clinical services delivery contract with the community partner/clinical service provider.
- Develops a plan, in collaboration with campus health service coordinators and deans/VPs of Student Services, to coordinate services on all campuses with present resources and the community partner/clinical service provider associated with the Health Fee Initiative Project.
- Acts as chair of the SHSWG, which is charged with addressing day-to-day operational concerns (including an operational manual, hours of operation and governance procedures), establishing procedures and protocols, and reviewing the annual budget.
- Directs the community partner/clinical service provider to conduct periodic data-based assessments of service and satisfaction surveys. Conducts additional research to provide comprehensive data for unit plans and program reviews. Develops appropriate service area outcomes, in collaboration with the community partner/clinical service provider.
- Ensures that community partner/clinical services provider develops and maintains a system for confidential student health records in accordance with HIPAA rules.
- Directs the dissemination of information about the Health Fee Initiative Project to Peralta Community College District students. Coordinates the marketing of district-wide health services, including web-site development.
- Directs and coordinates district-wide research projects and grants in collaboration with other district personnel and community partners. Researches best practices from other community colleges.
- Provides support to the VCSS with regard to reports and presentations to PCCD's Board of Trustees or its committees.
- Other related duties as assigned.

EXHIBIT G: Position Description Asian Health Services Program Manager

EXAMPLES OF DUTIES (include but are not limited to):

- a. In consultation with Asian Health Services leadership, provides recommendations and best-practices for the development of the PCCD Student Health Program scope of services and expansion as facility and budget permits.
- b. Serves as a liaison with Asian Health Services clinical leadership to support the development of written policies and procedures as necessary for smooth operation of clinical services and ensures clinical services provided at the PWC comply with federal, state, and local regulations, and other service areas, including HIPAA mandates regarding patient health record confidentiality.
- c. Develops/reviews the annual budget, prepares invoices, and monitors financial status of clinical services provided for PCCD. Analyzes payor mix of Peralta students and explores how third party reimbursements can sustain, and possibly expand, services for Peralta students.
- d. Coordinates the administration of and data collection for health needs assessments and evaluation of clinical services, quality of care, and user satisfaction. Prepares utilization, projection, and productivity reports, which will assist in informing ongoing development of scope of services.
- e. Meets with the PCCD Health Services Director on a regular basis to support success of the Student Health Program and contract compliance.
- f. Actively participates in the Student Health Services Advisory Committee (SHSAC).