Peralta Community College District Health Program
Memorandum of Understanding

This Peralta Community College District Student Health Program Memorandum of Understanding (the "MOU") is entered into on Aug. 20, 2013 by the Peralta Community College District ("PCCD"), and LifeLong Medical Care ("LMC") for the Peralta Community College District Student Health Program (collectively, "PARTIES").

The term of this MOU is from October 1, 2013 to September 30, 2014.

Acronyms:

- HSD - Health Services Director
- LMC – LifeLong Medical Care
- MC - Merritt College
- PCCD – Peralta Community College District
- SHP - Student Health Program
- SHSAC – Student Health Service Advisory Committee

RECEIVED
AUG 26 2013
Office of the Chancellor
Peralta Community Colleges

All Exhibits listed herein are incorporated by reference:

A. Scope of Services
B. Notice Contacts
C. Payment

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

I. PURPOSE

This MOU is to establish the working relations between LifeLong Medical Care and PCCD for the purpose of providing mental health services for PCCD students at Merritt College ("MC") campus (Collectively, "Clinic"). LMC will deliver site-based health services to students in a location as agreed upon by both parties.

The role of LMC will be to: (1) provide part-time mental health services; and (2) bill PCCD after deducting third party payments. The role of PCCD will be to (1) provide facilities and (2) reimburse LMC per invoice.

NOW, THEREFORE IT IS AGREED BY THE PARTIES:

II. AGREEMENT AND RESPONSIBILITIES

A. Peralta Community College District (PCCD) shall:
   1. Promote the development of mental health services that provide health access and educational equity to meet the needs of all PCCD students.
   2. Direct the Health Services Director to make recommendations to the appropriate signatories for approval of funding and any changes in scope of services.
   3. The Health Services Director will administer and monitor the clinical services delivery contract with LMC.
   4. Unless stated in a grant(s), PCCD is not required to provide LMC with funds obtained through grants or contracts with other private or public agencies.

5. PCCD shall provide adequate notice of anticipated building closure and vacation schedules.

B. LifeLong Medical Care (LMC) shall:

1. Provide direct behavioral health counseling for two days a week at Merritt College. Specific hours will be coordinated through a collaborative process between HSD and LMC.
2. Provide an annual updated "Scope of Services" by April 30th. LMC and PCCD will collaborate on a "Scope of Services" (Exhibit A) and hours, calendar, etc.
3. In addition to direct student counseling, and when time is available, the behavioral health counselor will do outreach to students, will collaborate with the Student Health Services Advisory Committee, will collaborate with staff and faculty as needed, and become a part of college life at MC.
4. Provide a quarterly invoice for services and costs. Billing will take place as described in Exhibit C "Payment." The annual cost to PCCD will not exceed $50,000 for the length of this MOU.
5. It is requested that LifeLong Medical Care provide PCCD with service report summaries (i.e. total number students served) in collaboration with PCCD's main service provider, Asian Health Services, in order to allow Asian Health Services to comply with its requirement to submit progress reports to the PCCD.
6. If students have health insurance coverage, a claim for services may be submitted via LMC's agency, including but not limited to MediCal and other third party payers. For information regarding third-party payer revenue, see "Payment" (Exhibit C).
7. Represent LMC on the SHSAC, if possible.
8. Ensure that the professional mental health providers employed by LMC have any and all legally required licenses for the provision of services to PCCD. Any and all licenses must be active and valid prior to and during the provision of services to PCCD under this MOU.
9. 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.
10. Maintain insurance throughout the entire term of this MOU and following termination of this MOU, coverage shall be provided for a period of no less than five years after termination date. LMC shall add PCCD as additional insured for all applicable insurance. LMC shall provide the following proof of insurance for operating such Clinics, including but not limited to:
    a. Professional Liability Insurance, with a limit of $1,000,000 per incident and $3,000,000 in the aggregate per year; and
    b. General and Contractual Liability Insurance, with a limit of $1,000,000 per incident and $3,000,000 in the aggregate per year;
    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, in a form and amount covering full liability as required by law, as amended from time to time.

Certificates shall provide for thirty (30) days advance written notice to PCCD of any modification, change or cancellation of any of the above self-insurance or insurance coverage. Certificates must be furnished before any services are performed. All insurance provided by LMC must be primary and noncontributory and LMC agrees to waive all rights of subrogation against PCCD for any and all claims.

11. LMC shall comply with all policies, procedures, regulations, and law, including but not limited to California Code of Regulations Section 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. LMC 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.
12. Cooperate with PCCD in its development and implementation of unit plans, program review, and student learning outcomes.
13. All LMC staff working with PCCD shall be hired and assigned by LMC pursuant to its routine and customary hiring and assignment policies and practices.
14. Ensure that all LMC personnel and associates carry identification recognizable by PCCD when on PCCD property.
15. Cooperate with PCCD investigations and disciplinary procedures if students file grievances against LMC and its personnel staff or when students are disciplined.

III. PAYMENT

A. See attached schedule of accounting and payments due (Exhibit C).

IV. TERM. TERMINATION AND AMENDMENTS

A. This MOU shall commence on October 1, 2013 and continue until September 30, 2014, unless terminated by the PARTIES.
B. Any of the PARTIES shall have the right to terminate the MOU by giving written termination notice no less than ninety (90) days. The written notice shall state the effective ending date as no earlier than the upcoming end of semester to ensure that students paying the Health Fee shall receive services for the semester paid.
C. Termination in the Event of Force Majeure. This MOU 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.
D. Amendment and Signatures. This MOU may be amended in writing upon mutual MOU by all PARTIES hereto. This MOU 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.

Peralta Community College District Health Program
Memorandum of Understanding

V. RENEWAL

A. The parties may mutually agree in writing to extend the term of the contract for additional one (1) year periods. Notice must be given at least thirty (30) days before expiration of the current term.

VI. AUDITS AND REPORT

A. Reports and Audits. No more than once and upon reasonable prior notice, PCCD may audit LMC's records to ensure that LMC is accurately reporting financial information in compliance with the MOU. Any such audit will be conducted during regular business hours at LMC's offices and shall not interfere unreasonably with LCM's business activities.

VII. GENERAL TERMS AND CONDITION

A. Mutual Hold Harmless Clause.

1. Under this MOU, PCCD agrees to indemnify, defend and hold LMC 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 MOU, 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 MOU, to the extent permitted by law.
2. Under this MOU, LMC 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 MOU, 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 MOU, to the extent permitted by law.

B. Mediation. Unless prohibited by law, the PARTIES to this MOU hereby covenant to submit all disputes arising out of this MOU 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.

C. Entire MOU. This MOU constitutes the entire MOU between the PARTIES hereto and supersedes in all respects all previous or contemporaneous communications, understandings and MOUs regarding the content of this MOU, either written or oral.

D. Modification. This MOU may not be modified or amended except in writing and signed by the PARTIES hereto.

E. Assignment. LMC 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. LMC 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. LMC 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 MOU.

I. Independent Contractor. It is mutually understood and agreed that LMC are at all times acting and performing hereunder as independent contractors. PCCD shall not provide any LMC'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. LMC shall fully comply with all laws, executive orders, regulations, PCCD Board Policies, and other legal requirements applicable to LMC and to the performance of this MOU. Failure to comply with this Article shall constitute a material breach of the MOU. (Board Policies can be found on the PCCD website.)

K. Hazardous Substances. LMC 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. LMC shall maintain all records pertaining to hazardous materials for at least thirty (30) years.

L. Technology Accessibility. LMC hereby warrants that the WORK to be provided under the MOU 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. LMC agrees to promptly respond to and resolve any complaint regarding accessibility of the WORK which is brought to its attention.

M. Drug-free Workplace. LMC certifies that LMC 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 LMC'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. LMC'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 MOU be given a copy of LMC's drug-free policy statement and agree to abide by the terms of LMC's statement as a condition of employment on the MOU.

N. Workers' Compensation. LMC 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. LMC further certifies that it does and will comply with such provisions before commencing performance of the MOU and for the duration of the MOU.

O. Duty to Keep Information Confidential. The PCCD shall furnish to LMC such information, including student enrollment and payment information and proprietary data ("INFORMATION") and provide to LMC personnel, equipment, and materials as may be reasonably necessary and appropriate for LMC to provide the services under this MOU. 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 LMC providing the services under this AGREEEMENT, LMC 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 LMC 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 LMCs responsibilities to the PCCD pursuant to this MOU 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 MOU.
3. During the time that this MOU remains in effect and at all times thereafter, LMC 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 MOU, LMC 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 LMCs possession or under LMCs control and shall not subsequently use the INFORMATION whether adverse to the PCCD or otherwise.

5. The foregoing confidentiality obligations of LMC shall not apply to any INFORMATION that (a) is a matter of public knowledge (from a source or sources other than LMC), (b) is independently developed by a person not a party to this MOU 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 LMC shall, prior to making any such required disclosure, notify the PCCD in sufficient time to permit the PCCD to seek an appropriate protective order.

   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 MOU and/or at law.

   Return of Information. Upon termination of this MOU or upon written request by the PCCD, LMC 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 LMC or another party. LMC 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.

   Duration of Obligation. The obligations of the PARTIES pursuant to this section shall extend indefinitely beyond the MOU PERIOD.

P. Nothing in this MOU shall prohibit LMC 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 LMC. For example, a needs assessment report will include a detailed comparison of LMC viability based on market share, sales, profitability, number of staff and LMC performance per existing customers based on surveying done by LMC.

Q. Authority. Signing of the MOU 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 MOU to be executed effective as of the effective date.

R. Cooperation and Disposition of Claims. PCCD and LMC 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 MOU. The parties shall notify one another as soon as possible of any adverse event which 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 MOU.

S. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the PARTIES hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

T. Governing Law. The validity, interpretation and performance of this MOU shall be governed by and construed in accordance with the laws of the State of California.

U. Severability. The provisions of this MOU shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this MOU shall be effective and binding upon the PARTIES.

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Peralta Community College District Health Program
Memorandum of Understanding

LIFELONG MEDICAL CARE

Brenda Shipp

Brenda Shipp
Chief Operating Officer
LifeLong Medical Care
Date: _____

PERALTA COMMUNITY COLLEGE DISTRICT

José M. Ortiz, Ed.D
Chancellor
Peralta Community College District
(*Authorized Agent*)
Date: 8.28.13

Michael Orkin, Ph.D.
Vice Chancellor of Educational Services
Peralta Community College District
(*For Internal Reference Only*)
Date: 8/21/13

APPROVED AS TO LEGAL FORM:

Thuy Thi Nguyen
General Counsel, Peralta Community College District
Date: 8/20/13

Peralta Community College District Health Program
Memorandum of Understanding

EXHIBIT A: SCOPE OF SERVICES

The mental health clinician shall perform the services described below including, but not limited to, the following:

I. Student Services

A. Crisis intervention, including an on-campus Crisis Team meeting
B. Outreach to promote services offered
C. Brief therapy and individual counseling
D. Group therapy (e.g. stress management), e.g. including but not limited to veterans' support
E. Mental health education
F. Substance abuse counseling and referrals
G. Relationship/family counseling
H. Depression counseling
I. Referrals to community resources and other health care services
J. Grief counseling

II. Staff/Faculty Services

A. In-services re: recognizing and understanding mental health conditions/treatment
B. Consultations as needed re: individual students
C. Presentations at staff meetings and in classrooms on issues related to mental health

III. Health Records and Reporting

A. Clinical records will be maintained for all individuals receiving one-on-one services with the mental health professional.
B. All records and communications will be handled in a confidential and ethical manner and in accordance with HIPAA regulations.

Peralta Community College District Health Program
Memorandum of Understanding

EXHIBIT B: NOTICE CONTACTS

I. PCCD's NOTICE CONTACT

Name:	Dr. José M. Ortiz
Title:	Chancellor
Address:	333 E. 8th Street
	Oakland, CA 94606
	jortiz@peralta.edu
Telephone:	(510) 466-7302

II. LMC's NOTICE CONTACT

Name:	Ms. Brenda Shipp
Title:	Chief Operating Officer
Address:	LifeLong Administrative Offices
	P.O. Box 11247
	Berkeley, CA 94712
Telephone:	510-981-4200
Email:	bshipp@lifelongmedical.org

Peralta Community College District Health Program
Memorandum of Understanding

EXHIBIT C: Payment

I. For the implementation of this contract (October 1, 2012 to September 30, 2013), PCCD shall pay LMC a total amount not to exceed $50,000, variability based on costs incurred by LMC.

II. 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 year to PCCD.

III. The accounting shall include quarterly and cumulative totals, by the month. LMC 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 LMC by 12/15, 3/15, 6/15 and 9/15 respectively.

Reporting periods:	LMC provides costs by:	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

IV. All third-party payer revenue that results from the Peralta behavioral health counseling activities 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 LifeLong will analyze revenue and costs for serving Peralta students who were enrolled at time of service, including cumulative revenue received from MediCal, Medicare, Healthy Families, Family PACT, Health PAC and other third-parties and costs for unreimbursed primary care medical visits. Any balance of revenue totaling less than $5,000 will be reinvested by LMC to cover administrative costs, unreimbursed services and/or supplies that directly benefit Peralta students. A balance in excess of $5000 will be reported to PCCD within sixty (60) days from the end of each quarter. PCCD has the right to require LMC to have the excess funds credited to PCCD on quarterly invoices.

LIFEMED-01 PKERURKAR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Chapman
a Division of Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc.
505 N. Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT NAME:
PHONE (A/C, No, Ext): 1 (818) 539-2300 FAX (A/C, No): 1 (818) 539-2301
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of California	011845
INSURER B : Quality Comp, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LifeLong Medical Care
PO Box 11247
Berkeley, CA 94712-2247

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		201228735NPO	10/1/2012	10/1/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	3,000,000
							PRODUCTS - COMP/OP AGG	$	3,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			201228735NPO	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			201228735UMBNPO	10/1/2012	10/1/2013	EACH OCCURRENCE	$	3,000,000
							AGGREGATE	$	
								$	3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0150420712	1/1/2013	1/1/2014	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Peralta Community College District is additional insured insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only. Waiver of Subrogation for General Liability applies in favor of certificate holder.

CERTIFICATE HOLDER

Peralta Community College District
333 E 8th Street
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MONUMENT
ADMINISTRATORS
www.monumentllc.com

RE: Quality Comp, Inc. – Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance
Excess Workers' Compensation: Statutory per occurrence excess of $500,000
Employers Liability: $1,000,000 Limit

Aggregate Excess Insurance
Excess Workers' Compensation: $2,000,000 excess of a minimum retention adjustable based on 165% of contributions.

Term of Coverage
Effective Date: January 1, 2013
Expiration: January 1, 2014

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

Caryn Riffl /JH

Caryn A. Riffl, ARM
Chief Operating Officer

CAR:jh

255 Great Valley Parkway, Suite 200 • Malvern, PA 19355 Tel. 610.647.4466 • Fax 610.647.0662 • Toll Free 877.666.8640 CA License# 0D94574

NUMBER : **4515 - 0041**

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Lifelong Medical Care

(Name of Affiliate)
STATE OF INCORPORATION **CA**

Quality Comp, Inc.

(Master CertificateHolder)
STATE OF INCORPORATION **CA**

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : **July 13, 2012**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

POLICY NUMBER: 201228735NPO

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	**All insured premises and operations**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Peralta Community College District
333 E 8th Street
Oakland, CA 94606

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