

MASTER EDUCATION AFFILIATION AGREEMENT

This MASTER EDUCATION AFFILIATION AGREEMENT (“**Agreement**”), effective as of September 1, 2019 (“**Effective Date**”) is entered by and between JOHN MUIR HEALTH, a California nonprofit public benefit corporation, on behalf of all of its hospitals and locations (“**JMH**”), and JOHN MUIR HEALTH PHYSICIAN NETWORK, a California nonprofit public benefit corporation, on behalf of all of its primary care and outpatient clinics (“**JMHPN**”) (collectively “**JMH**”) on the one hand, and Mt. Diablo Unified School District, a California Public High School District (“**SCHOOL**”), on the other hand. JMHPN and SCHOOL are sometimes referred to in this Agreement individually as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. JMHPN owns and operates two (2) general acute care hospitals known as Walnut Creek Medical Center (“**WCMC**”) and Concord Medical Center (“**CMC**”), a home health agency known as John Muir Health Home Health Services (the “**Agency**”), and other centers, services and facilities throughout Contra Costa County, California (collectively, the “**JMH Facilities**”).

B. JMHPN owns and operates a freestanding acute care psychiatric facility and residential care facility Behavioral Health Center (“**BHC**”).

C. JMHPN owns and operates primary care and outpatient clinics staffed, in part, JMMG, John Muir Medical Group physicians, physician assistants and nurse practitioners, and independent physicians and medical groups.

D. SCHOOL provides clinical/practical education for students who have enrolled in the program(s) designated in Exhibit A (each a “**Program**” and, collectively, the “**Programs**”).

E. SCHOOL desires access to facilities and services in which students enrolled in such Programs (“**Student**” or “**Students**”) and/or such Program faculty members employed or otherwise retained by SCHOOL (“**Faculty**”) can obtain broader clinical and community health learning experiences; and in which Students and/or Faculty can observe and participate in patient care provided by qualified professionals at the JMHPN Facilities (with respect to Students, the “**Student Services**” and with respect to Faculty, the “**Faculty Observation**”).

F. JMHPN has facilities and services available in which such Student Services and Faculty Observation can occur, and pursuant to the terms and conditions of this Agreement is willing to allow SCHOOL to utilize certain areas of the JMHPN Facilities for Students and/or Faculty to participate in such Student Services and Faculty Observation in furtherance of the requirements of the applicable Program(s).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I
SCHOOL'S RESPONSIBILITIES

1.1. Administration of Program(s). SCHOOL shall be responsible for the overall administration of the Program(s), including, without limitation, curriculum development, grading, requirements for matriculation, credits, scheduling, and assistance, education, and instruction of Students and/or Faculty with respect to Student Services and/or Faculty Observation and any other education provided by SCHOOL with respect to the Program(s) (collectively, “**Training**”).

1.2. Educational Standards. SCHOOL shall establish the educational goals and objective of each of the Programs in a manner consistent with the standards and requirements set forth by SCHOOL and any applicable Program accreditation bodies. Such goals and objectives shall reflect SCHOOL’s commitment to providing Training to Students enrolled in the Programs.

1.3. Supervision. SCHOOL shall be responsible for assignment, evaluation, counseling, and guidance, of Students assigned to the JMH Facilities.

(a) **Instructors.** SCHOOL shall, in consultation with JMH, if applicable to the program designate Faculty with appropriate education, training, and experience (“**Instructors**”) to plan, oversee, and evaluate the Training, upon the terms and subject to the conditions set forth in this Agreement. JMH employees may hold joint appointment serving as Instructors, subject to JMH’s consent in its sole discretion, which consent shall not be unreasonably withheld. Instructors providing on-site supervision at the JMH Facilities must qualify for, obtain, and maintain a faculty appointment with SCHOOL in accordance with SCHOOL’s academic review and appointment procedures.

(b) **Program Coordinators.** With respect to each of the Programs, SCHOOL shall designate at least one (1) and up to two (2) members of SCHOOL’s regular full-time Faculty to provide coordination, oversight, and coordination of Students’ Training in the applicable Program (“**Program Coordinator**”). The Program Coordinators associated with each of the Programs are identified in Exhibit B. Each Program Coordinator shall also serve as SCHOOL’s liaison with JMH and the other Instructors for the applicable Program. The Program Coordinator shall possess suitable equivalent qualifications as an instructor, clinician, and administrator for the Program, as determined by SCHOOL. Without limiting the foregoing, the Program Coordinator shall be responsible for the following:

(i) Coordinating Students’ educational activities and assignments while they participate in Training at JMH Facilities;

(ii) Developing and implementing a mechanism for evaluation of the performance of Students to include, where appropriate, input from JMH;

(iii) Maintaining records concerning the education of Students and of Students’ time spent on Training as required by SCHOOL;

(iv) Requiring Students to comply with the requirements and qualifications of the Program; and

(v) Providing the names of Students, their level of training, and their assignments (including dates, times, and JMH Facilities) to JMH sufficiently in advance of their placement to allow for convenient planning of activity schedules.

1.4. Student and Faculty Qualifications. SCHOOL shall ensure that each Student and/or Faculty participating in Student Services and/or Faculty Observation under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) be currently enrolled in, or a Faculty member of, a Program and have satisfactorily completed all portions of the Program that are a prerequisite to participating in Training; and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request to verify Students' and/or Faculty member compliance with the requirements and qualifications set forth in this Agreement.

1.5. Instructor Requirements and Qualifications. SCHOOL shall ensure that each Instructor providing onsite Training under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) have and maintain a current, valid license in the State of California in the applicable clinical discipline (e.g., physical therapy, pharmacy, nursing); and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request to verify Instructors' compliance with the requirements and qualifications set forth in this Agreement.

1.6. Training. SCHOOL and Onsite Instructors assigned to the JMH Facilities shall be responsible for Training, including without limitation Student and/or Faculty orientation regarding the Program(s), classroom and instruction and the provision of any instructional materials necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and/or Training.

1.7. Scheduling. SCHOOL shall, prior to each Student arriving at any of the JMH Facilities to receive Training, submit to JMH a proposed schedule of the dates, times and places when such Student shall receive Training at the JMH Facilities, which schedule shall be subject to JMH's prior approval in its sole and absolute discretion. With respect to each Program, SCHOOL shall coordinate with the corresponding JMH contact designated in Exhibit B (each, a "**JMH Program Contact**").

1.8. Program Supplies and Materials. SCHOOL shall be responsible for providing, at its sole cost and expense, any and all educational supplies, materials and equipment necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and Training.

1.9. Compliance with Laws, Rules and Regulations. SCHOOL shall comply, and shall ensure that participating Students, Faculty, and Instructors shall comply, with (a) all applicable federal and state laws and regulations; (b) the bylaws, rules, regulations, policies and procedures of JMH, JMMC-Walnut Creek, JMMC-Concord, and other JMH Facilities; (c) the standards and recommendations of The Joint Commission; and (d) any performance standards or protocols applicable to the Training or the Program(s), each as adopted or amended from time to time (the "**JMH Rules**"). Without limiting the generality of the preceding sentence, SCHOOL represents and warrants that as of the Effective Date and at all times during the term of this Agreement,

SCHOOL shall comply with applicable laws and regulations governing the utilization of agencies or facilities for prelicensure and/or continuing education experience.

1.10. Removal of Students, Faculty, and Onsite Instructors. SCHOOL shall, upon written request by JMH, immediately remove any Student, Faculty, and/or Onsite Instructor from participating in Student Services, Faculty Observation or Training, as applicable, who:

(a) Violates any JMH Rules or JMH's corporate compliance program or any corporate integrity agreement applicable to JMH;

(b) Engages in conduct that, in JMH's sole and absolute determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of JMH;

(c) Fails to satisfy any of the standards and qualifications set forth in this Agreement;

(d) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and thirty (30) days' opportunity to comply;

(e) Is charged with of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to the provision of Student Services, Faculty Observation, or Training, as applicable, or the practice of a licensed health profession;

(f) Is excluded, suspended, debarred or otherwise sanctioned from participation in any federal or state healthcare program, including Medicare, Medicaid or TRICARE programs (collectively, "**Government Health Care Programs**"), or has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law; or

(g) Fails to be covered by the professional liability insurance required to be maintained under this Agreement.

1.11. Records. SCHOOL shall maintain all records and reports concerning the education of Students and of Students', Faculty members', and Instructors' time spent in any Program activities conducted under this Agreement, as may be required by SCHOOL and the JMH Rules; provided, however, that all patient medical records shall be and remain the sole property of JMH.

1.12. Additional Terms and Conditions. SCHOOL shall comply with the additional terms and conditions specified in Exhibit D attached to this Agreement.

ARTICLE II JMH'S RESPONSIBILITIES

2.1. Training. JMH shall permit such Students and/or Faculty as approved in advance by JMH in accordance with this Agreement to observe and participate in Training, as applicable, upon the terms and subject to the conditions set forth in this Agreement. The time, place and subject matter of any and all Training provided at the JMH Facilities shall be subject to the prior approval of JMH in its sole and absolute discretion.

2.2. Preceptor. JMH shall assign at least one (1) JMH employee or agent to facilitate Training and to provide guidance to Students at the JMH Facilities as part of the Program (“**Preceptor**”). Preceptor will:

(a) Plan, in conjunction with SCHOOL, the Program and Training that will fulfill SCHOOL’s educational requirements and meet the objectives mutually agreed upon by the parties;

(b) Be present and available at the JMH Facilities at all times that Students and/or Faculty are scheduled to participate in Training at the JMH Facilities and to provide assistance, education and instruction of Students with respect to Training;

(c) Meet with or otherwise contact SCHOOL to discuss any questions or concerns regarding the Program(s), Students, Faculty, Onsite Instructors, or Training;

(d) Provide guidance to the Students regarding Student Services;

(e) Participate in periodic evaluation conferences in which the Student Services are evaluated, and provide an evaluation for each Student who participates in Student Services on forms furnished by SCHOOL; and

(f) Upon request, provide each Student with a completed preceptor verification form and a copy of Preceptor’s curriculum vitae.

2.3. Orientation; JMH Rules. JMH shall be responsible for orientation of Students, Faculty, and Onsite Instructors regarding information about the JMH Facilities and the JMH Rules.

2.4. Health Needs. Neither JMH nor any JMH Facility shall be required to provide health care services to Students, Faculty, or Onsite Instructors except in emergency situations. The Student, Faculty member, or Onsite Instructor requiring emergency care is responsible for paying the costs associated with providing such care.

2.5. Staffing. JMH shall ensure that staffing at the JMH Facilities is adequate in number and quality to ensure safe and continuous delivery of health care services to patients.

2.6. Additional Terms and Conditions. JMH shall comply with the additional terms and conditions specified in Exhibit E attached to this Agreement.

ARTICLE III TERM AND TERMINATION

3.1. Term. This Agreement shall be effective as of the Effective Date and shall continue for a period of **three (3) years** subject to the termination provisions set forth in this Agreement.

3.2. Termination.

(a) Termination by JMH. JMH shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) breach of this

Agreement by SCHOOL if such breach is not cured to the satisfaction of JMH within thirty (30) days after written notice of such breach from JMH; (ii) SCHOOL is suspended, excluded, debarred or otherwise sanctioned from participation in any Government Health Care Program; (iii) SCHOOL'S educational accreditation is suspended or revoked; (iv) SCHOOL: (A) utilizes a Instructor who has not been approved by JMH to furnish Training under this Agreement; (B) permits a Student to provide Student Services who has not been approved by JMH to furnish Student Services under this Agreement; (C) permits a Faculty member to participate in Faculty Observation who has not been approved by JMH to participate in Faculty Observation under this Agreement; or (D) fails to remove a Student from furnishing Student Services, a Faculty member from participating in Faculty Observation, or an Instructor from furnishing Training in accordance with Section 1.10 of this Agreement; or (v) JMH determines, in its sole and absolute discretion, that this Agreement or the continuation of this Agreement: (A) violates or presents risk of violation of applicable federal, state or local law; (B) jeopardizes the mental or physical health or well-being of any patient; or (C) damages or may damage the reputation of JMH or any Affiliate (as defined below).

(b) Termination by SCHOOL. SCHOOL may terminate this Agreement immediately upon breach of this Agreement by JMH which is not cured to the satisfaction of SCHOOL within thirty (30) days after JMH's receipt of written notice of such breach from SCHOOL.

(c) Termination Without Cause. Either Party may terminate this Agreement without cause, expense or penalty upon ninety (90) days' prior written notice to the other Party.

(d) Effect of Termination. Any Student participating in the Program under the Agreement on the date of notice of termination under this Section shall be entitled to complete the Program for the Student's then-current rotation, unless removed under Section 1.10 of this Agreement.

ARTICLE IV INSURANCE AND INDEMNIFICATION

4.1. SCHOOL Insurance. SCHOOL shall provide and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

(a) Professional Liability Insurance. SCHOOL shall provide and maintain, or shall require all Students, Faculty, and Instructors to purchase, professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate for the acts and omissions of each Student and any person employed or retained by SCHOOL who provides services under this Agreement, including, without limitation, Faculty and Onsite Instructors who provide Training under this Agreement.

(b) General Liability Insurance. SCHOOL shall provide and maintain general liability coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate. SCHOOL's General Liability Insurance policy shall name JMH as an additional insured by causing endorsements to be attached to the insurance policy.

(c) Workers' Compensation Insurance. SCHOOL shall maintain and provide evidence of workers' compensation insurance, as may be required by and complying with California's workers' compensation laws that include statutory benefits and employer's liability with a limit not less than One Million Dollars (\$1,000,000) for bodily injury for accident and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease. In the event SCHOOL does not carry workers' compensation insurance on the Faculty, and/or Instructors, SCHOOL shall maintain and provide evidence of accident insurance on each Student, Faculty, and/or Onsite Instructor, as applicable, with benefits that are no less than Ten Thousand Dollars (\$10,000). SCHOOL shall also require that Student(s) have and maintain adequate health insurance throughout their assignment at JMH. JMH shall not assume any liability under any workers' compensation or employers' liability law on account of any injury to or act of Student, Faculty member, or Onsite Instructor pursuant to this Agreement.

(d) All insurance policies required under this Section shall: (i) apply on a primary noncontributory basis in relation to any other insurance carried independently by JMH, (ii) be written by carriers reasonably satisfactory to each Party, and (iii) if written on a claims-made form, following termination of this Agreement, shall provide coverage surviving for a period of no less than three (3) years.

(e) SCHOOL shall supply JMH with ongoing evidence, consisting of certificates of insurance and endorsements, that all of the required insurance policies under this Agreement are in force including certificates of insurance evidencing the annual renewal of each policy throughout the life of this Agreement and prior to any Student Services, Training, or Faculty Observations. The evidence of coverage shall designate the "certificate holder" as the addressee for notices pursuant to Section 5.19 of this Agreement and provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given or ten (10) days' prior written notice for non-payment of premium. SCHOOL shall notify JMH in writing at least thirty (30) days in advance of any cancellation or changes or reduction or other material change in the amount or scope of any coverage required under this Agreement.

4.2. Indemnification.

(a) By JMH. JMH shall defend, indemnify, and hold SCHOOL, its officers, employees, agents, and Students harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of SCHOOL in connection with the defense of such claims) (collectively, "**SCHOOL Losses**") arising out of the performance of this Agreement, but only in proportion to and to the extent such SCHOOL Losses are caused by or result from the negligence or willful misconduct of JMH and its officers, employees, or agents.

(b) By SCHOOL. SCHOOL shall defend, indemnify, and hold JMH, its officers, employees, and agents harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of JMH in connection with the defense of such claims) (collectively, "**JMH Losses**") arising out of the performance of this Agreement, but only in proportion to and to the extent such JMH Losses are

caused by or result from the negligence or willful misconduct of SCHOOL and its officers, employees, agents, or Students.

4.3. Survival. The provisions of this ARTICLE IV shall expressly survive the expiration or earlier termination of this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1. Administrative Responsibility for JMH Facilities. JMH shall retain professional and administrative responsibility for the operation of the JMH Facilities and the services being provided under this Agreement, as and to the extent required by California Code of Regulations, title 22, Section 70713. JMH's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the right or obligations of JMH or SCHOOL under the insurance and indemnification provisions in this Agreement.

5.2. Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and attached to this Agreement.

5.3. Assignment. Except for assignment by JMH to an entity owned, controlled by, or under common control with JMH (each, an "Affiliate"), neither Party may assign any interest or obligation under this Agreement without the other's prior written consent. Any attempted assignment in contravention of this Section shall be voidable at the option of JMH. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5.4. Authority. This Agreement constitutes the legal, valid and binding obligation of the Parties. Each Party represents and warrants that it has the right, power, authority and capacity to execute and deliver this Agreement and to perform its respective obligations under this Agreement.

5.5. Confidential Information. SCHOOL shall not and shall ensure that Students, Faculty and Onsite Instructors do not, use any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of JMH. SCHOOL, Students, Faculty and Onsite Instructors shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as SCHOOL protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. For purposes of this Agreement, "Confidential Information" means any proprietary or confidential information of JMH, any JMH patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder ("HIPAA")), and any information, records and proceedings of the JMH Facilities and/or any medical staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in JMH's or any Affiliate's possession.

5.6. Choice of Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the conflicts of laws principles of California or any other jurisdiction. Each Party consents to the exclusive personal jurisdiction and venue of the state and federal courts located in Contra Costa County.

5.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Faxed or scanned copies shall be deemed originals for purposes of this Agreement.

5.8. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and pre-trial discovery, and to submit the controversy or dispute to arbitration in Contra Costa County, State of California, in accordance with the rules and procedures of JAMS, The Resolution Experts. The Parties reserve the right to contest the arbitrator's decision and to appeal from any award. This agreement to arbitrate shall be specifically enforceable. The non-prevailing party shall pay to the prevailing party the actual and reasonable attorneys' fees and costs incurred in bringing any action or proceeding, declaratory or otherwise, arising out of or relating to this Agreement.

5.9. Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties regarding the same. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement. Without limiting the generality of the foregoing, this Agreement expressly supersedes any and all prior education affiliation agreements between the Parties.

5.10. Exhibits. Any attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

5.11. FERPA Compliance.

(a) Certain educational records and personal identifiable information about Students are contained in records maintained by SCHOOL and/or JMH and that this information is confidential by reason of the Family and Educational Rights and Privacy Act (“**FERPA**”) of 1974 (20 U.S.C. § 1232g). Both Parties shall protect these records in accordance with FERPA and shall refrain from redelivering such information without the consent of each respective Student or as otherwise required by law. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities under this Agreement.

(b) Certain records and personal identifiable information about Student will be created and maintained by JMH or applicable software program (“**Workforce Records**”) that are not

considered educational records and are not governed by the disclosure limitations of FERPA. Workforce Records may be released by JMH, without the consent of Student or SCHOOL, to accrediting organizations to carry out their accreditation of the JMH Facilities.

5.12. Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

5.13. HIPAA Compliance. In addition to the obligations set forth in Section 5.5 above (Confidential Information), SCHOOL shall comply, and shall ensure that Students, Faculty, and Onsite Instructors shall comply, with all JMH Rules relating to access to and use of patient information, and shall immediately report to JMH any misuse of such information or breach of the security of such information. Neither SCHOOL nor any Student, Faculty, or Instructor shall access any patient information, or disclose any patient information to any other person or entity, for any purpose other than SCHOOL or such Student's, Faculty's, or Instructor's performance of Student Services, Faculty Observation or Training, as applicable, pursuant to this Agreement. All other uses are prohibited without the prior written consent of JMH. Except for treatment purposes, SCHOOL, Students, Faculty, and Onsite Instructors shall have access to and use only the minimum information necessary to provide services to JMH.

5.14. Legal Event; Renegotiation. Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other federally funded programs (or their representatives or agents), or any other federal, state, or local governmental or nongovernmental agency, or any court or administrative tribunal, pass, issue, or promulgate any law, rule, regulation, standard, interpretation, order, decision, or judgment, including but not limited to those relating to any regulations pursuant to state or federal anti-kickback or physician self-referral statutes (collectively or individually, "**Legal Event**"), which, in the good-faith judgment of one party (the "**Noticing Party**"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state, or local governmental or nongovernmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or anything that adversely affects the tax-exempt status or tax-exempt bond obligations of the Noticing Party (or any affiliate of a Noticing Party), or if in the good faith opinion of counsel to either party any term or provision of this Agreement could trigger a Legal Event, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement. In the event of such notice, the parties shall have thirty (30) days from the giving of such notice (the "**Renegotiation Period**") within which to attempt to amend this Agreement. If this Agreement is not amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given. Except as otherwise required by Applicable Laws, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to

continue beyond expiration or termination of this Agreement shall so continue pursuant to its terms.

5.15. Master List. The Parties acknowledge that this Agreement, together with any other contracts between JMH and SCHOOL, will be included on the master list of contracts maintained by JMH.

5.16. Medicare Books, Documents and Records. SCHOOL shall make available, upon written request from JMH, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and SCHOOL's books, documents and records relating to the nature and extent of the costs of services provided under this Agreement. SCHOOL shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If SCHOOL is requested to disclose books, documents or records pursuant to this Section for any purpose, SCHOOL shall notify JMH of the nature and scope of such request, and SCHOOL shall make available, upon written request of JMH, all such books, documents or records. If SCHOOL carries out any of the duties of this Agreement through a subcontract with a related organization ("**Subcontractor**"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, Subcontractor shall make available, upon written request from the Secretary of Health and Human Services, or upon request by JMH, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and any of Subcontractor's books, documents and records necessary to verify the nature and extent of such costs.

5.17. Nondiscrimination. SCHOOL shall ensure that Students, Faculty, and Instructors shall not differentiate or discriminate in the provision of Student Services and/or Faculty Observation to patients on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender identity, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or JMH Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time.

5.18. No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

5.19. Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., United Parcel Service, Federal Express, DHL). In each case, notice shall be delivered or sent to the Parties at their respective addresses set forth on the signature page hereto.

5.20. Recitals. The recitals above form an integral part of this Agreement and are incorporated into this Agreement by this reference.

5.21. Referrals. SCHOOL, Students, Faculty, and Onsite Instructors may refer patients to any hospital or other health care facility or provider deemed by SCHOOL, Students, Faculty, or Onsite Instructors best qualified to deliver medical services to any particular patient. Nothing in this Agreement is intended to require or induce SCHOOL or any Student, Faculty, or Onsite Instructor to refer patients to JMH or any Affiliate.

5.22. Relationship of the Parties; Independent Contractors. Each Party is and shall at all times be an independent contractor with respect to the other Party in meeting such Party's responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between JMH and SCHOOL or any Student, Faculty, or Onsite Instructor. SCHOOL shall be solely responsible for paying all expenses related to SCHOOL, including Faculty and Onsite Instructor compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits, and all related administrative costs and expenses, and neither SCHOOL, nor any other person or entity shall have any claim under this Agreement or otherwise against JMH for such compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits and related administrative costs and expenses.

5.23. Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

5.24. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

5.25. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

“JMH”:

JOHN MUIR HEALTH, a California nonprofit public benefit corporation

By: _____
Jane A. Willemsen
Title: EVP and President, Hospital Operations

By: _____
Lee Huskins
Title: President/CAO, John Muir Physician Network

Address for Notices:

John Muir Health
2540 East Street,
Concord, CA 94520
Attn: Heather Kenward

With a Copy to:

John Muir Health
1400 Treat Boulevard
Walnut Creek, CA 94597
Attn: Legal Services

“SCHOOL”:

Mt. Diablo Unified School District, a California Public High School District

By: _____
Robert A. Martinez
Superintendent, Mt. Diablo Unified School District
martinezr@mdusd.org

Address for Notices:

Mt. Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519
Attn: Robert A. Martinez

EXHIBIT A

PROGRAMS

SCHOOL's programs and locations covered by this Agreement include the following:

School Location/Campus	Program Department / Program Name	Applicable JMH Facilities
College Park High School 201 Viking Drive Pleasant Hill, CA 94523	BioMed Pathway/ Project Lead the Way (PLTW) Principles of BioMedical Science	CMC; WCMC; JMPN
Horizons/Prospect High School 1 Santa Barbara Rd. Pleasant Hill, CA 94523	Health Science Career Pathway/ HOSA Internship	CMC; WCMC; JMPN
Mt. Diablo High School 2450 Grant Street Concord, CA 94520	CTE (ROP)/ Medical Biotech Academy (MBTA), International Hospitality and Tourism Academy (IHTA) and Digital Safari Academy (DSA) Senior Internships.	CMC; WCMC; JMPN
Ygnacio Valley High School 755 Oak Grove Road Concord, CA 94518	Health Academy/ Senior Internship	CMC; WCMC; JMPN

The parties may by amend this Agreement to update this Exhibit A to add additional SCHOOL locations, Programs, and applicable JMH Facilities where Student Services may take place. To be effective, any such changes shall require corresponding updates to Exhibit B containing: (A) the applicable SCHOOL location for which Program(s) are being added/removed; and (B) the applicable JMH Facility or JMH Facilities where Students will participate in Student Services associated with the additional Program(s), if any.

EXHIBIT B

PROGRAM COORDINATOR

The Program Coordinators (s) for each Program are listed below. With respect to each Program, prior to any Student, Faculty member, or Instructor participating in Training under this Agreement, SCHOOL shall provide JMHS with a copy of each Program Coordinator's current credentials and curriculum vitae, if requested.

1. College Park High School

PROGRAM COORDINATOR:

Name:	Marcus Thomas
Phone:	925-682-7670
Email:	thomasm@mdusd.org
Mailing Address:	College Park High School 201 Viking Drive Pleasant Hill, CA 94523

JMH CONTACT:

Name:	Jamie Elmasu
Phone:	925-941-7908
Email:	Jamie.Elmasu@johnmuirhealth.com
Mailing Address:	John Muir Health 1400 Treat Blvd., Second Floor Walnut Creek, CA 94597

2. Horizons/Prospect High School

PROGRAM COORDINATOR:

Name:	Noel Rohland
Phone:	925-682-8000 x3958
Email:	rohlandn@mdusd.org
Mailing Address:	Horizons – Center For Independent Study 1 Santa Barbara Road Concord, CA 94518

JMH CONTACT:

Name:	Jamie Elmasu
Phone:	925-941-7908
Email:	Jamie.Elmasu@johnmuirhealth.com
Mailing Address:	John Muir Health 1400 Treat Blvd., Second Floor

	Walnut Creek, CA 94597
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3. Mt. Diablo High School

PROGRAM COORDINATOR: MBTA

Name:	Sandy Johnson-Shaw
Phone:	925-682-4030 x87443
Email:	johnsonshaws@mdusd.org
Mailing Address:	Mt. Diablo High School 2450 Grant Street Concord, CA 94520

PROGRAM COORDINATOR: MBTA

Name:	David Pintado
Phone:	925-682-4030 x87444/x3491
Email:	Pintadod@mdusd.org
Mailing Address:	Mt. Diablo High School 2450 Grant Street Concord, CA 94520

PROGRAM COORDINATOR: IHTA

Name:	Debbie Allen
Phone:	925-682-4030 ex: 3434
Email:	allend@mdusd.org
Mailing Address:	Mt. Diablo High School 2450 Grant Street Concord, CA 94520

PROGRAM COORDINATOR: DSA

Name:	Kat Gallo
Phone:	925-682-4030 ex: 3417
Email:	gallok@mdusd.org
Mailing Address:	Mt. Diablo High School 2450 Grant Street Concord, CA 94520

JMH CONTACT:

Name:	Jamie Elmasu
Phone:	925-941-7908
Email:	Jamie.Elmasu@johnmuirhealth.com
Mailing Address:	John Muir Health

	1400 Treat Blvd., Second Floor Walnut Creek, CA 94597
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4. Ygnacio Valley High School

PROGRAM COORDINATOR:

Name:	Shannon Carr
Phone:	925-685-8414 x2408
Email:	Carrs@mdusd.org
Mailing Address:	Ygnacio Valley High School 755 Oak Grove Rd. Concord, CA 94518

JMH CONTACT:

Name:	Jamie Elmasu
Phone:	925-941-7908
Email:	Jamie Elmasu@johnmuirhealth.com
Mailing Address:	John Muir Health 1400 Treat Blvd., Second Floor Walnut Creek, CA 94597

EXHIBIT C

QUALIFICATIONS AND REQUIREMENTS

SCHOOL shall ensure that each Student, Faculty member, and Clinical Instructor has, and shall furnish to JMH, documentation of, each of the following with respect to each Student, Faculty member, and Clinical Instructor in accordance with this Agreement:

1. Tuberculosis Screening: Two negative PPD skin tests within the previous 12 months (or documentation of negative PPD skin tests for a consecutive two-year period-most recent within the past 12 months). *If under the age of 21 years then only one PPD skin test done within the year is required.*

If a history of a positive skin test exists, a radiology report of a clear Chest X-Ray within the past year and an annual TB Screening Questionnaire is needed. If Student or Clinical Instructor is here for greater than one year with an X-Ray on file, then only an annual TB Screening Questionnaire is needed.

2. **Students in Patient Care areas**: Immunizations or laboratory evidence of immunity to:
 - a. Varicella: Laboratory documentation of immunity or documentation of two doses of Varicella vaccine.
 - b. Rubella (German measles): Laboratory documentation of immunity or documentation of MMR or any rubella containing vaccine.
 - c. Rubeola (Measles): Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
 - d. Mumps: Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
 - e. Hepatitis B: Laboratory documentation of immunity or documentation of vaccine series (three injections).
 - f. TDaP: Documentation of one lifetime dose of “TDaP” (tetanus, diphtheria and pertussis) or documentation of a follow-up dose of Td (tetanus, diphtheria) a minimum of every 10 years.
3. Seasonal Influenza Vaccination.
4. If 18 years old or older: Statement of a clear criminal background check, to include a search of a national criminal database, and county criminal database searches in each county that s/he has lived or worked within the last 7 years. Search should be performed within the 3 months prior to arrival at any JMH Facilities.
5. **Only if providing patient care**: Copy of current BLS Card, as applicable.
6. Documentation of completed HealthStream Course or JMH Compliance Modules, as applicable.
7. Evidence of Student’s health insurance.
8. Compliance with the JMH Drug Free Workplace Policy, including but not limited to a urine test for the following drugs: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, PCP, propoxyphene (Darvon), and opiates.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SCHOOL

None.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO JMH

None.

EXHIBIT F

CLARIFICATION OF REQUIREMENTS FOR CLINICAL AGREEMENTS

None.