

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE GREAT NORTHWEST**

THIS AFFILIATION AGREEMENT is made and entered into this first day of November, 2013, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF NURSING (hereafter "SCHOOL"), and PLANNED PARENTHOOD OF THE GREAT NORTHWEST, INC., a not-for-profit corporation (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited nursing educational programs for undergraduate and graduate nursing students (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Board of Registered Nursing ("BRN") and the Commission on Collegiate Nursing Education ("CCNE") establish and oversee the requirements for the education of nursing students; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of BRN and CCNE (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL's faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "SCHOOL's Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL's educational mission and shall not be compromised by the reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

J. Require assigned STUDENTS to:

1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission ("TJC") and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Nurses' Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:
 - a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
 - b. Evidence of Hepatitis B either positive antibody titers or immunization;
 - c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each STUDENT to submit copies of said documentation to AFFILIATE.

K. Upon request, provide AFFILIATE with a copy of SCHOOL's corporate compliance program and UCSF Campus Code of Conduct (see <http://compliance.ucsf.edu/>) and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's corporate compliance program.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 2**.

B. Structure supervisory schedules at AFFILIATE's facilities in a manner that assures the Program Director that adequate faculty supervision is readily available to STUDENTS.

C. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

D. Ensure that AFFILIATE clinicians who are supervising STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's Program Director(s).

E. Cooperate with SCHOOL to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

F. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

G. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate STUDENTS' schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

H. Implement schedules for STUDENTS in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

I. Protect the health and safety of STUDENTS on rotation at AFFILIATE's facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

J. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.

K. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

L. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the California Board of Registered Nursing in which a SCHOOL faculty member or STUDENT is named.

M. Provide adequate patient support services in a manner appropriate to and consistent with educational objectives and patient care.

N. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, at its sole discretion, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

O. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above, SCHOOL may assign STUDENTS for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the first day of November, 2013, and shall continue in effect for five (5) years, through October 31, 2018, or until earlier terminated. Upon expiration of the original term, the Agreement shall be automatically extended for one (1) additional five (5) year period through October 31, 2023; provided, however, during the subsequent five year term, either party may reopen this Agreement for negotiations by giving thirty (30) days written notice thereof to the other party pursuant to Section XXVII.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall maintain insurance or self-insurance to cover its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way be used to cover the liability of SCHOOL, the STUDENTS, faculty members and other employees and agents of SCHOOL.

AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of there million dollars (\$3,000,000). If such insurance is written on a claims-made

form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period. Such professional liability policy shall cover the acts and omissions of the STUDENTS, who shall be covered solely by SCHOOL's insurance and not by AFFILIATE's insurance.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL 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 services provided under this Agreement or in the operation of the Program. 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 investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL represents to AFFILIATE that all members of its workforce who will use, create or disclose PHI of AFFILIATE, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training by SCHOOL as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve

the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL: Academic Services Coordinator
UCSF® School of Nursing
2 Koret Way, Room N331B
San Francisco, CA 94143-0604

TO AFFILIATE: Director of Health Services
Planned Parenthood of the Great Northwest
2001 East Madison Street
Seattle, WA 98122

*[Space Intentionally Left Blank]
[Signature Page to Follow]*

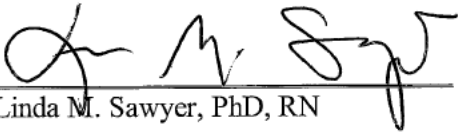
The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

PLANNED PARENTHOOD OF THE GREAT NORTHWEST

SCHOOL

AFFILIATE

By: 
Linda M. Sawyer, PhD, RN

By: 
Lisa Pepperdine, MSN, ARNP

Title: Academic Services Coordinator
UCSF School of Nursing

Title: Director of Health Services

Date: 11/20/13

Date: 11/5/13

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE GREAT NORTHWEST**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE GREAT NORTHWEST**

EXHIBIT 2

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including, but not limited to:

1. 3668 N. Harbor Lane
Boise, ID 83703

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD MAR MONTE**

THIS AFFILIATION AGREEMENT is made and entered into this first day of September, 2015, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE, SCHOOL OF PHARMACY, and SCHOOL OF NURSING (hereafter "SCHOOL"), and Planned Parenthood Mar Monte, a non-profit health organization (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited medical, pharmacy, and nursing educational programs for: medical students, resident physicians and fellows, pharmacy students, pharmacy fellows and resident pharmacists, and undergraduate and graduate nursing students, (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Accreditation Council for Graduate Medical Education ("ACGME") establishes and oversees the requirements for graduate medical education programs, which includes resident physicians and fellows; and

WHEREAS, the Liaison Committee on Medical Education ("LCME") establishes and oversees the requirements for the education of medical students; and

WHEREAS, the Accreditation Council for Pharmacy Education ("ACPE") and the American Society of Health System Pharmacists ("ASHP") establish and oversee the requirements for the education of pharmacy students, fellows and residents; and

WHEREAS, the Board of Registered Nursing ("BRN") and the Commission on Collegiate Nursing Education ("CCNE") establish and oversee the requirements for the education of nursing students; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of ACGME, LCME, ACPE, ASHP, BRN, and CCNE, (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

- A.** Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**. A list of SCHOOL's medical residency programs that may rotate medical residents and fellows through AFFILIATE's clinical facilities and therefore may require a separate Letter of Agreement ("LOA") with AFFILIATE under applicable ACGME guidelines is attached hereto as **Exhibit 2** and incorporated herein by reference. The parties agree that from time to time SCHOOL may unilaterally add or delete residency programs from **Exhibit 2** to reflect changes in specific programs or circumstances.
- B.** Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a duty hours schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.
- C.** Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").
- D.** For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL's faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "SCHOOL's Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.
- E.** Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL's educational mission and shall not be compromised by an excessive reliance on STUDENTS to fulfill institutional service obligations.
- F.** Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.
- G.** Ensure that each of its medical residency programs establishes formal policies governing the duty hours for STUDENTS which promote medical education, ensure STUDENTS well-being and facilitate patient care. SCHOOL's policies regarding duty hours and moonlighting from time to time are set out at <http://medschool.ucsf.edu/gme/> and incorporated herein by reference (hereafter "UCSF Duty Hours Policy").
- H.** Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.
- I.** Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.
- J.** Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be

required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

K. Require assigned STUDENTS to:

1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission ("TJC") and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Medical Association, the American Nurses' Association, and the American Pharmaceutical Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:

a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;

b. Evidence of Hepatitis B either positive antibody titers or immunization;

c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each STUDENT to submit copies of said documentation to AFFILIATE.

L. Provide AFFILIATE with a copy of SCHOOL's Corporate Compliance Program and Code of Conduct and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's Corporate Compliance Program.

M. SCHOOL will monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as Exhibit 3.

B. For STUDENTS enrolled in SCHOOL's Graduate Medical Education ("GME") Programs, AFFILIATE shall maintain ongoing compliance with the ACGME Institutional Requirements, the ACGME Common Program Requirements and the Residency Review Committee requirements for each clinical experience program, as well as the UCSF® policies regarding residents and ACGME fellows as posted on the UCSF GME website.

C. Structure on-call schedules for supervising faculty at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to STUDENTS.

D. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

E. Ensure that SCHOOL faculty who are supervising medical STUDENTS at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities.

F. Ensure that AFFILIATE physicians who are supervising medical STUDENTS at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities.

G. Ensure that AFFILIATE clinicians who are supervising nursing and pharmacy STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's Program Director(s).

H. Cooperate with SCHOOL to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

I. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2.

3. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

J. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate STUDENTS' duty schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

K. Implement duty schedules for STUDENTS in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS, as follows:

1. AFFILIATE shall promote the Program's educational goals by ensuring that STUDENTS' learning objectives are not compromised by excessive reliance on STUDENTS to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that STUDENTS are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2. AFFILIATE shall ensure that STUDENT duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

3. For STUDENTS enrolled in UCSF GME programs, AFFILIATE shall adhere to the guidelines for the duty hours and working conditions of medical residents as provided in the "UCSF Duty Hours Policy." AFFILIATE shall monitor residents' hours to ensure ongoing compliance with ACGME requirements and the UCSF Duty Hours Policy. Upon SCHOOL's request, AFFILIATE shall provide data regarding STUDENTS' duty hours to the Program Director(s) and/or UCSF Dean's Office.

L. Protect the health and safety of STUDENTS on rotation at AFFILIATE's facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.

M. Maintain its license as a medical facility and comply with all applicable laws, regulations, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, and/or ACCREDITATION ORGANIZATION requirements.

N. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

O. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank, the Medical Board of California, the California Board of Registered Nursing, or the California State Board of Pharmacy in which a SCHOOL faculty member or STUDENT is named.

Q. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

R. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's Corporate Compliance Program.

S. The AFFILIATE will provide a learning environment that promotes the development of professional competencies of STUDENTS. The AFFILIATE will regularly assess the learning environment to identify positive and negative influences on the maintenance of professional standards and

conduct, and develop appropriate mechanisms for addressing negative influences in the learning environment.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by SCHOOL.

3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other STUDENTS and students.

4. Participate, as appropriate, in AFFILIATE programs and medical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.

5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.

6. Submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above and acceptance by AFFILIATE, SCHOOL may assign STUDENTS for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the twentieth day of April, 2016, and shall continue in effect for five (5) years, through April 19, 2021 or until earlier terminated.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon one hundred eighty (180) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XILA.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XILA. shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of two million dollars (\$2,000,000) per occurrence, with a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section XII.B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, STUDENTS, and/or employees. SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. To the extent permissible at law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice shall not be deemed a breach of the

agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

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 investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UC policies and only so long as any personnel assistance by UCSF does not materially interfere with any UCSF employee's performance of his or her UCSF employment responsibilities. The failure to provide notice shall not be deemed a breach of the agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or UCSF to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the

AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by

such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL:

Vice Dean for Education
Office of Medical Education
533 Parnassus Avenue
Suite U-80, Box 0710
San Francisco, CA 94143

Associate Dean
UCSF School of Nursing
2 Koret Way, Room N331B
San Francisco, CA 94143-0604

Dean, School of Pharmacy
UCSF School of Pharmacy
521 Parnassus Avenue, C-152
San Francisco, CA 94143-0622

TO AFFILIATE:

Chief Medical Officer
Planned Parenthood Mar Monte
1691 The Alameda
San Jose, CA. 95126

The parties have executed this Agreement as set forth below.

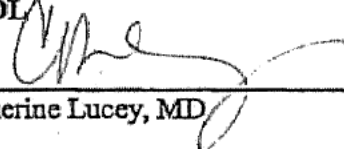
*Remainder of page intentionally blank
Signatures to follow*


THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

PLANNED PARENTHOOD MAR MONTE

SCHOOL

AFFILIATE

By: 
Catherine Lucey, MD

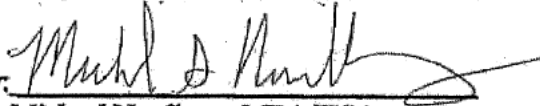
By: 
Dorothy Furgerson, MD

Title: Vice Dean for Education
UCSF School of Medicine

Title: Chief Medical Officer

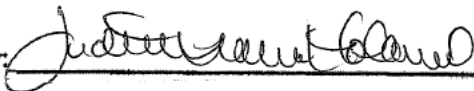
Date: 1/7/16

Date: 12/11/2015

By: 
Michael Nordberg, MPA/HSA

Title: Associate Dean for Administration & Finance
UCSF School of Pharmacy

Date: 1/12/2016

By: 

Judy Martin-Holland, PhD, MPA, RN, FNP
Associate Dean, Academic Programs
UCSF School of Nursing

Date: 1-13-2016

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD MAR MONTE**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Medicine

1. Undergraduate Medical Education Programs (medical students)
2. Graduate Medical Education Programs (residents and fellows)
3. Graduate Program in Physical Therapy (physical therapy students)
4. Clinical Psychology Programs (clinical psychology fellows)

School of Pharmacy

1. PhD Graduate Programs (Biological and Medical Informatics; Biophysics; Chemistry and Chemical Biology; Pharmaceutical Sciences; Pharmacogenomics)
2. Doctor of Pharmacy Degree Programs (pharmacy students)
3. Graduate Pharmacy Education Programs (pharmacy residents and fellows)

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD MAR MONTE**

EXHIBIT 2

This agreement includes, but is not limited to, the following medical residency programs for which Letters of Agreement may be required:

All UCSF GME programs

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD MAR MONTE**

EXHIBIT 3

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including but not limited to:

1691 The Alameda, San Jose, CA. 95126
225 San Antonio Rd, Mountain View, CA. 94040
5440 Thornwood Dr., Ste. G, San Jose, CA. 95123
3131 Alum Rock Ave, San Jose, CA. 95127
2470 Alvin Ave Ste. 60, San Jose, CA. 95121
760 Renz Lane, Gilroy, CA. 95020
29 Baywood Ave, San Mateo, CA. 94402
2907 El Camino Real, Redwood City, CA. 94061
1119 Pacific Ave, Santa Cruz, CA. 95060
398 S. Green Valley Rd, Watsonville, CA. 95076
625 Hilby Ave., Seaside, CA. 93955
316 Main St., Salinas, CA. 93901
201 29th St, Sacramento, CA. 958165385 Franklin Blvd, Sacramento, CA. 95820
1125 10th St., Sacramento, CA. 95814
5700 Watt Ave, North Highlands, CA. 95660
729 Sunrise Ave. Ste. 900, Roseville, CA. 95661
430 Palora Ave. Ste. G, Yuba City, CA. 95991
678 N. Wilson Way Ste. G, Stockton, CA 95205
4555 Precissi Ln. Stockton, CA. 95207
1431 McHenry, Ste. 100, Modesto, CA. 95207
1682 7th St., Oakland, CA. 94607
8480 Enterprise Way, Oakland, CA. 94621
1032 A St., Hayward, CA. 94541
650 N. Fulton, Fresno, CA. 93728
6095 N. First St., Fresno, CA. 93710
2633 16th St., Bakersfield, CA. 93301
500 E. Almond Ste. 1, Madera, CA. 93637
3166 Collins Dr., Merced, CA. 95348

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE PACIFIC SOUTHWEST**

THIS AFFILIATION AGREEMENT is made and entered into this sixth day of June, 2017, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF NURSING (hereafter "SCHOOL"), and PLANNED PARENTHOOD OF THE PACIFIC SOUTHWEST, a corporation (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited nursing educational programs for undergraduate and graduate nursing students (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Board of Registered Nursing ("BRN"), the Commission on Collegiate Nursing Education ("CCNE"), and the Accreditation Commission for Midwifery Education ("ACME") establish and oversee the requirements for the education of nursing students; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of BRN, CCNE, and ACME (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL's faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "SCHOOL's Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL's educational mission and shall not be compromised by the reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

J. Require assigned STUDENTS to:

1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission ("TJC") and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Nurses' Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:
 - a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
 - b. Evidence of Hepatitis B either positive antibody titers or immunization;
 - c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each STUDENT to submit copies of said documentation to AFFILIATE.

K. Upon request, provide AFFILIATE with a copy of SCHOOL's corporate compliance program and UCSF Campus Code of Conduct (see <http://compliance.ucsf.edu/>) and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's corporate compliance program.

II. **RESPONSIBILITIES OF AFFILIATE.** AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 2**.

B. Structure supervisory schedules at AFFILIATE's facilities in a manner that assures the Program Director that adequate faculty supervision is readily available to STUDENTS.

C. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

D. Ensure that AFFILIATE clinicians who are supervising STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's Program Director(s).

E. Cooperate with SCHOOL to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

F. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

G. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate STUDENTS' schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

H. Implement schedules for STUDENTS in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

I. Protect the health and safety of STUDENTS on rotation at AFFILIATE's facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

J. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.

K. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

L. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the California Board of Registered Nursing in which a SCHOOL faculty member or STUDENT is named.

M. Provide adequate patient support services in a manner appropriate to and consistent with educational objectives and patient care.

N. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

O. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's corporate compliance program.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above, SCHOOL may assign STUDENTS for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the sixth day of June, 2017, and shall continue in effect for five (5) years, through June 5, 2022, or until earlier terminated. Either party may reopen this Agreement for negotiations by giving thirty (30) days written notice thereof to the other party pursuant to Section XXVII.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities, and the activities of the students participating in this program, in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a

general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with a limit of \$2,500,000 each occurrence. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. To the extent permissible at law and in accordance with the applicable

institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice shall not be deemed a breach of the agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

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 investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UC policies and only so long as any personnel assistance by UCSF does not materially interfere with any UCSF employee's performance of his or her UCSF employment responsibilities. The failure to provide notice shall not be deemed a breach of the agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either Hospital or UCSF to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

H. Access to AFFILIATES'S medical records by SCHOOL is limited to medical records of patients the UCSF student has seen.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL: Associate Dean
UCSF® School of Nursing
2 Koret Way, Room N331B
San Francisco, CA 94143-0604

TO AFFILIATE: Vice President of Health Center
Operations
Planned Parenthood of the Pacific
Southwest
1075 Camino del Rio South
San Diego CA 92108

The parties have executed this Agreement as set forth below.

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

**PLANNED PARENTHOOD OF THE PACIFIC
SOUTHWEST**

SCHOOL

AFFILIATE /

By: Judy Martin-Holland
Judy Martin-Holland, PhD, MPA, RN, FNP

By _____

Title: Associate Dean, Academic Programs
UCSF School of Nursing

Title: Vice President of Health Center Operations
Planned Parenthood of the Pacific Southwest

Date: 6-30-2017

Date: 6-28-17

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE PACIFIC SOUTHWEST**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF THE PACIFIC SOUTHWEST**

EXHIBIT 2

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including, but not limited to:

Planned Parenthood of the Pacific Southwest
1075 Camino del Rio South
San Diego, CA 92108

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF NORTHERN CALIFORNIA**

THIS AFFILIATION AGREEMENT is made and entered into this 7th day of May, 2015, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE, SCHOOL OF PHARMACY, and SCHOOL OF NURSING (hereafter "SCHOOL"), and PLANNED PARENTHOOD OF NORTHERN CALIFORNIA, a _____ (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited medical, physical therapy, pharmacy, nursing and dentistry educational programs for: medical students, resident physicians and fellows, physical therapy students, pharmacy students, pharmacy fellows and resident pharmacists, undergraduate and graduate nursing students, dental residents and students, and clinical psychology training program fellows (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Accreditation Council for Graduate Medical Education ("ACGME") establishes and oversees the requirements for graduate medical education programs, which includes resident physicians and fellows; and

WHEREAS, the Liaison Committee on Medical Education ("LCME") establishes and oversees the requirements for the education of medical students; and

WHEREAS, the Commission on Accreditation in Physical Therapy Education ("CAPTE") establishes and oversees the requirements for the education of physical therapy students; and

WHEREAS, the American Psychological Association ("APA") establishes and oversees the requirements for the education of pre-doctoral clinical psychology training program fellows; and

WHEREAS, the Accreditation Council for Pharmacy Education ("ACPE") and the American Society of Health System Pharmacists ("ASHP") establish and oversee the requirements for the education of pharmacy students, fellows and residents; and

WHEREAS, the Board of Registered Nursing ("BRN") and the Commission on Collegiate Nursing Education ("CCNE") establish and oversee the requirements for the education of nursing students; and

WHEREAS, the Commission on Dental Accreditation ("CODA") of the American Dental Education Association establishes and oversees the requirements for all accredited dental teaching

institutions and program is the United States and the Dental Board of California (“DBC”) is a state-mandated regulatory board for licensure of qualified dental health care professionals and dental institutions; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE’s facilities in accordance with the requirements of ACGME, LCME, CAPTE, APA, ACPE, ASHP, BRN, CCNE, CODA, and DBC (hereinafter collectively referred to as “ACCREDITATION ORGANIZATIONS”);

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL’s commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL’s educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**. A list of SCHOOL’s medical residency programs that may rotate medical residents and fellows through AFFILIATE’s clinical facilities and therefore may require a separate Letter of Agreement (“LOA”) with AFFILIATE under applicable ACGME guidelines is attached hereto as **Exhibit 2** and incorporated herein by reference. The parties agree that from time to time SCHOOL may unilaterally add or delete residency programs from **Exhibit 2** to reflect changes in specific programs or circumstances.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a duty hours schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as “Program”).

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL’s faculty to provide coordination, oversight and direction of STUDENTS’ educational activities and assignments while at AFFILIATE’s facilities (hereafter “Program Director(s)” or “SCHOOL’s Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL’s educational mission and shall not be compromised by an excessive reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Ensure that each of its medical residency programs establishes formal policies governing the duty hours for STUDENTS which promote medical education, ensure STUDENTS well-being and facilitate patient care. SCHOOL's policies regarding duty hours and moonlighting from time to time are set out at <http://medschool.ucsf.edu/gme/> and incorporated herein by reference (hereafter "UCSF Duty Hours Policy").

H. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

I. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

J. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

K. Require assigned STUDENTS to:

1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission ("TJC") and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Medical Association, the American Physical Therapy Association, The American Psychological Association, the American Nurses' Association, the American Pharmaceutical Association, and the American Dental Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:

a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;

b. Evidence of Hepatitis B either positive antibody titers or immunization;

c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each STUDENT to submit copies of said documentation to AFFILIATE.

L. Provide AFFILIATE with a copy of SCHOOL's Corporate Compliance Program and Code of Conduct and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's Corporate Compliance Program.

M. SCHOOL will monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 3**.

B. For STUDENTS enrolled in SCHOOL's Graduate Medical Education ("GME") Programs, AFFILIATE shall maintain ongoing compliance with the ACGME Institutional Requirements, the ACGME Common Program Requirements and the Residency Review Committee requirements for each clinical experience program, as well as the UCSF® policies regarding residents and ACGME fellows as posted on the UCSF GME website.

C. Structure on-call schedules for supervising faculty at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to STUDENTS.

D. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

E. Ensure that SCHOOL faculty who are supervising medical STUDENTS at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities.

F. Ensure that AFFILIATE physicians who are supervising medical STUDENTS at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities. AFFILIATE's physicians who are supervising medical STUDENTS at AFFILIATE's facilities must qualify for, obtain and maintain: (1) a faculty appointment with SCHOOL in accordance with SCHOOL's academic review and appointment procedures, or (2) have a current faculty appointment at another accredited School of Medicine. The latter type of appointment must be reviewed and approved by the Program Director in order to ensure compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory faculty at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under the ultimate direction of the SCHOOL's Program Director(s).

G. Ensure that AFFILIATE clinicians who are supervising physical therapy, nursing, pharmacy, and dentistry STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who

supervise and manage STUDENTS' work shall do so under the ultimate direction of the School's Program Director(s).

H. Cooperate with SCHOOL to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

I. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2. Autopsies should be performed whenever possible and appropriate under the education program in which STUDENTS are enrolled. A sufficient number of autopsies, representing an adequately diverse spectrum of diseases, should be performed to provide an adequate educational experience and to enhance the quality of patient care.

3. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

J. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate STUDENTS' duty schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

K. Implement duty schedules for STUDENTS in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS, as follows:

1. AFFILIATE shall promote the Program's educational goals by ensuring that STUDENTS' learning objectives are not compromised by excessive reliance on STUDENTS to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that STUDENTS are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2. AFFILIATE shall ensure that STUDENT duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

3. For STUDENTS enrolled in UCSF GME programs, AFFILIATE shall adhere to the guidelines for the duty hours and working conditions of medical residents as provided in the "UCSF Duty Hours Policy." AFFILIATE shall monitor residents' hours to ensure ongoing compliance with ACGME requirements and the UCSF Duty Hours Policy. Upon SCHOOL's

request, AFFILIATE shall provide data regarding STUDENTS' duty hours to the Program Director(s) and/or UCSF Dean's Office.

L. Protect the health and safety of STUDENTS on rotation at AFFILIATE's facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.

M. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.

N. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

O. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank, the Medical Board of California, the Physical Therapy Board of California, the California Board of Psychology, the

California Board of Registered Nursing, the California Dental Board, or the California State Board of Pharmacy in which a SCHOOL faculty member or STUDENT is named.

P. Provide:

1. Adequate and appropriate food services and sleeping quarters for STUDENTS;
2. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
3. An effective laboratory, and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.
4. Appropriate security measures to protect STUDENTS in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

Q. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

R. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's Corporate Compliance Program.

S. The AFFILIATE will provide a learning environment that promotes the development of professional competencies of STUDENTS. The AFFILIATE will regularly assess the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct, and develop appropriate mechanisms for addressing negative influences in the learning environment.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE

shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by SCHOOL.

3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other STUDENTS and students.

4. Participate, as appropriate, in AFFILIATE programs and medical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.

5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.

6. Submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above, SCHOOL may assign STUDENTS for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the 1st day of May, 2015, and shall continue in effect for five (5) years, through April 30th, 2020, or until earlier terminated. Upon expiration of the original term, the Agreement shall be automatically extended for one (1) additional five (5) year period through April 30th, 2025; provided, however, during the subsequent five year term, either party may reopen this Agreement for negotiations by giving thirty (30) days written notice thereof to the other party pursuant to Section XXVII.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon one hundred eighty (180) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall

have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XII.A. shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section XII.B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, STUDENTS, and/or employees. SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL 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 services provided under this Agreement or in the operation of the Program. 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 investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL:	Vice Dean for Education UCSF School of Medicine 521 Parnassus Avenue, C-254 San Francisco, CA 94143-0410	Associate Dean UCSF School of Nursing 2 Koret Way, Room N331B San Francisco, CA 94143-0604
	Dean, School of Pharmacy UCSF School of Pharmacy 521 Parnassus Avenue, C-152 San Francisco, CA 94143-0622	
TO AFFILIATE:	Planned Parenthood Northern California 2185 Pacheco Street Concord, CA 94520 ADDRESS	

The parties have executed this Agreement as set forth below.

*Remainder of page intentionally blank
Signatures to follow*

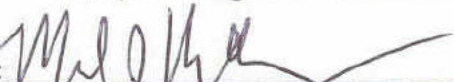
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SCHOOL

By: 
Catherine Lucey, MD

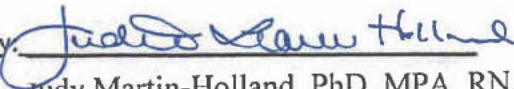
Title: Vice Dean for Education
UCSF School of Medicine

Date: 5/18/15

By: 
Michael Nordberg, MPA/HSA

Title: Associate Dean for Administration & Finance
UCSF School of Pharmacy

Date: 5/14/2015

By: 
Judy Martin-Holland, PhD, MPA, RN, FNP

Title: Associate Dean
UCSF School of Nursing

Date: 5-15-2015

PLANNED PARENTHOOD OF NORTHERN CALIFORNIA

AFFILIATE

By: 
Erin Harr-Yee

Title: Sr. Vice President Client Services

Date: 5/15/15

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF NORTHERN CALIFORNIA**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Medicine

1. Undergraduate Medical Education Programs (medical students)
2. Graduate Medical Education Programs (residents and fellows)
3. Graduate Program in Physical Therapy (physical therapy students)
4. Clinical Psychology Programs (clinical psychology fellows)

School of Pharmacy

1. PhD Graduate Programs (Biological and Medical Informatics; Biophysics; Chemistry and Chemical Biology; Pharmaceutical Sciences; Pharmacogenomics)
2. Doctor of Pharmacy Degree Programs (pharmacy students)
3. Graduate Pharmacy Education Programs (pharmacy residents and fellows)

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

School of Dentistry

1. Pre-doctoral Program
2. Post-graduate Certificate Programs
3. Graduate Academic Programs
4. Dental Hygiene Program

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF NORTHERN CALIFORNIA**

EXHIBIT 2

This agreement includes, but is not limited to, the following medical residency programs for which Letters of Agreement may be required:

All UCSF GME programs

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLANNED PARENTHOOD OF NORTHERN CALIFORNIA**

EXHIBIT 3

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including but not limited to:

[insert list of all AFFILIATE sites that STUDENTS will rotate to]

1104 Buchanan Rd. #C10
Antioch, CA 94509

340 Marina Way
Richmond, CA 94801

3100 Cohasset Rd.
Chico, Ca. 95973

14671 Olympic Dr.
Clearlake, Ca. 95422
2185 Pacheco Street
Concord, CA 94520

320 El Cerrito Plaza
El Cerrito, CA 94530

3225 Timber Fall Ct. Suite B
Eureka, CA 95503

1325 Travis Blvd. Suite C
Fairfield, CA 94533

2970 Hilltop Mall Rd. #307
Richmond, CA 94806

1735 Jefferson Street
Napa, CA 94559

3715 Railroad Ave. Suite B
Pittsburg, CA 94565

2935 Bechelli Lane Suite C
Redding 96002

1650 Valencia Street

San Francisco, CA 94110

2 H Street
San Rafael, CA 94901

200 Porter Drive, Suite 200
San Ramon, CA 94583

1140 Sonoma Ave, Building #3
Santa Rosa, CA 95405

1165 So. Dora Street, Suite A
Ukiah, CA 95482

600 Nut Tree Road, Suite 210
Vacaville, CA 95687

990 Broadway
Vallejo, CA 94590

1357 Oakland Blvd.
Walnut Creek, CA 94596