

PHYSICIAN CONSULTING SERVICES AGREEMENT

This Physician Consulting Services Agreement (this "Agreement") is entered into as of September 1, 2014 (the "Effective Date"), by and between Lucile Salter Packard Children's Hospital at Stanford ("LPCH"), a California nonprofit public benefit corporation, and Mountain View-Los Altos Union High School District, a California public school district ("**Education Authority**").

WHEREAS, Education Authority is engaged in educating students in ninth through twelfth grade;

WHEREAS, Education Authority desires the assistance of certain physicians who can assess its students who may have mental health needs and create a plan for such students;

WHEREAS, LPCH provides specialty physician services through its arrangement with the Stanford University School of Medicine ("Stanford") and is competent to provide the professional medical consulting services for Education Authority's students and is willing to make such services available to Education Authority and its students in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. RESPONSIBILITIES AND DUTIES OF LPCH

1.1 Professional Services. LPCH shall provide the professional services of the physicians listed in Exhibit A (the "**Physicians**"), as described in Exhibit B (the "**Professional Services**"), at the sites of service specified in Exhibit C (the "**Sites of Service**"). LPCH shall ensure that the Physicians complete all medical records and other required reports, in accordance with this Agreement.

1.2 Excluded Provider Representation and Warranty. LPCH represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal healthcare programs**"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and LPCH shall immediately notify Education Authority of any change in the status of the representation and warranty set forth in this Section. If LPCH becomes excluded from Federal healthcare program participation, this Agreement may be terminated immediately by Education Authority for cause.

2. RESPONSIBILITIES AND DUTIES OF EDUCATION AUTHORITY

2.1 Education Authority is responsible for the operations of Education Authority, including coordinating the delivery of services provided to students of Education Authority by the Physicians under this Agreement. Education Authority shall, at its sole expense, employ such nurses, administrative assistants, school counselors, and any other non-physician personnel ("**Non-Physician Personnel**") necessary for the delivery of services by the Physicians under this Agreement and shall be solely responsible for payment of Non-Physician Personnel salary, social security, workers compensation and other employee benefits of any kind as well as for any liabilities that may arise in connection with the employment on Non-Physician Personnel by Education Authority and for their direction and control. Such Non-Physician Personnel shall not be deemed to be employees of the Physicians or LPCH for any purpose. Except as explicitly provided for herein, Education Authority shall be solely responsible for all costs associated with the provision of services by the Physicians pursuant to this Agreement. Education Authority shall be solely responsible for complying with all applicable laws, regulations and ordinances associated with the delivery of services by the Physicians except as provided in this Agreement.

2.2 Education Authority shall provide LPCH with copies of all policies and procedures, rules and regulations that govern the activities of Physicians while engaged in providing Professional Services under the terms of this Agreement.

2.3 Subject to compliance with applicable laws, including laws relating to patient privacy and protection of human research subjects, the Education Authority will afford students, residents, and fellows not otherwise named as Physicians associated with Stanford University and LPCH the opportunity to observe and participate in the care of Education Authority patients, provided that such students, residents and fellows at all times are under the supervision of Stanford faculty, as appropriate to the education level of the student, resident, or fellow, which may include access to Stanford faculty by phone.

3. INSURANCE

3.1 LPCH Insurance. LPCH shall, at its expense, maintain policies of (i) general liability insurance in amounts of at least Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate and (ii) professional liability insurance in amounts of at least Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the annual aggregate to insure it, its employees and agents under this Agreement, against claims and liabilities arising out of or related to this Agreement. Evidence of such coverage shall be presented to Education Authority upon request. In the event that such coverage is written on a claims-made basis, LPCH shall arrange for appropriate tail coverage consistent with the requirements of this Section 3 in the event that such claims-made policy is canceled or not renewed.

3.2 Education Authority Insurance. Education Authority shall, at its expense, maintain policies of general liability insurance in amounts of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure it, its employees and agents under this Agreement, against claims and liabilities arising out of or related to this Agreement. Evidence of such coverage shall be presented to LPCH upon request. In the event that such coverage is written on a claims-made basis, Education Authority shall arrange for appropriate tail

coverage consistent with the requirements of this Section 3 in the event that such claims-made policy is canceled or not renewed.

4. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees and agents from any claim, liability or loss (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or intentional misconduct of the indemnifying party or any of its employees or agents in connection with this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, including, but not limited to (i) notifying the other immediately in writing of any claim of injury or damage or claim related to activities performed pursuant to this Agreement, whether or not a threat or claim is made verbally, in writing, informally or by summons or complaint or if there are circumstances which indicate that a claim is reasonably likely to be made in the future; (ii) making available for meetings, interviews, testimony or depositions employees or other persons within the reasonable control of the party; (iii) responding in a timely manner to reasonable inquiries or requests from the other party, and (iv) providing reasonably-requested documents or other information or evidence within the possession, custody or control of the party; provided, however, that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section 4 shall survive the termination of this Agreement.

5. COMPENSATION

In consideration of LPCH's provision of Professional Services to Education Authority, Education Authority shall pay LPCH on a monthly basis in accordance with Exhibit D (the "**Compensation**"). The parties agree that they will revisit compensation terms each year and likely amend Exhibit D annually.

6. CHARGES AND BILLINGS

Neither party will bill for the services provided pursuant to this agreement, except that Education Authority shall pay LPCH as described in this agreement.

7. TERM AND TERMINATION OF AGREEMENT

7.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect for an initial term of three years, unless terminated earlier in accordance with this Agreement. Upon expiration of this initial term, this Agreement may be renewed upon the mutual written agreement of the parties.

7.2 Termination.

7.2.1 Termination Without Cause. Either party may terminate this Agreement, without cause or penalty, by giving ninety (90) days prior written notice to the other party.

7.2.2 Termination For Cause. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice and opportunity to cure the alleged default. Notwithstanding the foregoing, LPCH may terminate this Agreement for cause by giving Education Authority ten (10) days written notice and opportunity to cure if Education Authority fails to make any payment to LPCH required to be made under this Agreement.

7.2.3 Termination Upon Occurrence of Action. If (i) either party receives notice of any Action (as defined below), and (ii) (A) the parties, acting in good faith, are unable to agree upon or make the amendments to this Agreement necessary to comply with the Action, or (B) the parties determine in good faith that compliance with the Action is impossible or infeasible, then either party may terminate this Agreement immediately upon giving written notice to the other.

For purposes of this Section 7.2.3, "Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any governmental or legislative body or agency or other third party, or any notice of a decision, finding or action by any governmental or private agency, court or other third party which, in the reasonable and good faith opinion of either counsel to either party, if or when implemented, would (i) revoke or jeopardize the status of any license or permit granted to either party or any of its affiliates, (ii) revoke or jeopardize the federal, state or local tax-exempt status of either party or any of its affiliates, or (iii) subject either party, or any of its employees or agents, to civil or criminal prosecution or liability on the basis of their participation in executing this Agreement or performing their obligations under this Agreement.

8. USE OF NAMES AND LOGOS

Neither party may use the name, logo or corporate identity of the other party for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit any Physician or Education Authority from using the Stanford name solely to identify a Physician's status as a current member of the LPCH house staff, LPCH medical staff or Stanford University faculty or LPCH or Physician from identifying Education Authority as a site at which Physician provides services.

9. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally, sent by overnight delivery service, or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or on such other address as the party may designate in writing in accordance with this Section:

To LPCH: Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road
Palo Alto, CA 94304
Attn:

and With a copy to:

Office of the General Counsel
Building 170, 3rd Floor, Main Quad
Stanford, CA 94305
Attn: Chief Hospital Counsel

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and With a copy to:

Department of Psychiatry & Behavioral Sciences
Stanford School of Medicine
401 Quarry Road, MC 5717
Stanford, CA 94305
Attn: Director of Finance and Clinical Operations

To Education Authority: Mountain View-Los Altos Union High School District 1299
Bryant Avenue
Mountain View, CA 94040
Attn: Associate Superintendent for Business Services

10. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of LPCH and its successors and assigns, and shall be binding upon and shall inure to the benefit of Education Authority and its successors and assigns.

11. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California.

12. NON-ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of Education Authority and LPCH.

13. RELATIONSHIP OF PARTIES

None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be in a relationship of joint venture, partnership or employer employee. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

14. AMENDMENTS

This Agreement and each Exhibit to this Agreement may be amended only by a written instrument signed by the parties.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits, represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

18. WAIVER

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

19. FORCE MAJUERE

Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires explosions, earthquakes, floods, failure of transportation, machinery or supplies, disease outbreak, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

20. DISPUTE RESOLUTION

Any dispute, controversy or claim concerning or relating to this Agreement (a "*Dispute*"), shall be resolved in the following manner:

a. The parties shall use all reasonable efforts to resolve the Dispute through direct discussions between persons associated with each party who have the authority to resolve the Dispute. A party may give the other party notice of any Dispute not resolved in the normal course of business. Within ten (10) days after such notice is given, the receiving party shall submit to the other party a written response. The notice and the response shall include (i) a statement of that party's position and a summary of arguments in support of that position and (ii) the name and title of the person who will represent that party in any negotiations to resolve the dispute.

b. Within twenty (20) days of written notice that there is a Dispute, employees of each party with authority to settle such Dispute shall meet in Stanford, California (or such other location as the

parties mutually agree) or confer by telephone in an effort to reach an amicable settlement and to explore alternative means to resolve the dispute expeditiously (*e.g.*, mediation).

c. If the Dispute, has not been resolved as a result of the procedure in Section 20(a) and (b) above or otherwise within forty five (45) days of the initial written notice that there is a Dispute (or such additional time to which the parties may agree), the matter shall be resolved by final and binding arbitration in Palo Alto, California, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedure. If the parties are unable to agree on the arbitrator within sixty (60) days of the original written notice of Dispute (or such additional time to which the Parties may agree), the parties shall each appoint one arbitrator approved by JAMS and the two arbitrators shall select a third neutral, independent and impartial arbitrator from the list of arbitrators approved by JAMS.

d. Judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement.

e. Nothing herein, however, shall prohibit either party from seeking judicial relief in the Santa Clara County, California Superior Court or the U.S. District Court for the Northern District of California (and the corresponding appellate venues), if such party would be substantially prejudiced by a failure by the other party to act during such time that such good faith efforts are being made to resolve the claim or controversy.

f. If any party should bring any action (arbitration, at law or in equity) to resolve any claim related to this Agreement or to interpret any term contained in this Agreement, the prevailing party in such action (as determined by the arbitrator(s) or judge (or equivalent)) shall be entitled to receive from the non-prevailing party all of its costs and expenses incurred in such action (including, without limitation, reasonable attorneys' fees). Subject to the foregoing, this Agreement shall be construed in accordance with the laws of the State of California, exclusive of its choice of law principles.

21. NO CONSEQUENTIAL DAMAGES

Neither party is liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

22. CONFIDENTIALITY AND PRIVACY

LPCH agrees to maintain, and ensure Physicians maintain, the confidentiality, privacy, and security of patient information to the extent required by law and Education Authority policy. Without limiting the generality of the foregoing, LPCH agrees to comply, and ensure Physicians comply, with the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("**HIPAA**") with respect to the privacy and security of "protected health information" (as defined by HIPAA) ("**PHI**") created, transmitted, maintained or received by LPCH or Physicians pursuant to, or in connection with, the performance of LPCH or Physicians' obligations under this Agreement. LPCH shall be responsible for providing patients with a notice of privacy practices which covers Physicians' rights to access protected health information for patients diagnosed or treated by Physicians at Education Authority. LPCH shall not release any PHI to Education Authority, including

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diagnosis and any plan for care, to Education Authority or others unless patient consent is received or unless otherwise permitted or required to do so under applicable law.

23. COMPLIANCE WITH LAWS

It is the intent of the parties that this Agreement and each of its provisions comply, in all respects, with applicable laws.

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EXHIBIT A

PHYSICIANS

Attending Physician:

Shashank V. Joshi, MD

Initial Fellow:

Dustin Sanchez, MD

The Physicians listed above are provided by LPCH subject to their availability. If a particular Physician is not available, LPCH reserves the right to substitute and add another similarly qualified physician. The initial fellow listed above is made available by LPCH for the initial contract year. LPCH shall send an updated list of regularly scheduled Physicians to Education Authority annually.

EXHIBIT B

PROFESSIONAL SERVICES

The Physician(s) shall provide the professional services of a child psychiatrist to provide a consultative assessment to Education Authority's students. Education Authority shall reasonably make available teachers, counselors, IEP team, and other members of the school's student support team ("**Student Support Team**") who shall identify those students for whom a consultative assessment will be requested.

Services shall only be provided to those students for whom authorization from the student's parent or legal representative is first obtained via execution of LPCH's authorization form.

Education Authority acknowledges that services, if provided, are for an initial assessment only. Ongoing treatment, if necessary, would be considered beyond those services routinely provided under this Agreement, although in rare circumstances, and only as determined by the Physicians, Physicians may provide limited treatment.

Education Authority further acknowledges that Stanford is a training institution and some Physicians will include child psychiatry fellows who are not yet able to practice independently. For the purposes of training and supervision, consultative assessment sessions may be audio or videotaped.

Provided that LPCH's Consent for Release of Information is obtained, Physicians may, following completion of the initial assessment, provide consultation and recommendations to the student's parent(s), teachers, counselors, or Student Support Team.

Upon the prior request of Education Authority, Physicians shall attend Education Authority's district and site staff meetings that are directly related to services provided under this Agreement.

LPCH and Physicians shall work collaboratively with the Student Support Team to ensure that services provided under this Agreement are consistent with Education Authority's policies and procedures.

EXHIBIT C

SITES OF SERVICE

Services shall be provided primarily at the following Education Authority locations:

1. Los Altos High School 201 Almond Avenue, Los Altos, CA 94022
2. Mountain View High School 3535 Truman Avenue, Mountain View, CA 94040
3. Alta Vista High School 1325 Bryant Avenue, Mountain View, CA 94040

As determined by Physicians, service may also be delivered at other sites, including the LPCH clinic, and, in exceptional circumstances if a Physician chooses, a student's home or other community location.

EXHIBIT D

COMPENSATION

In consideration of the performance of Professional Services by Physicians, Education Authority will pay LPCH at the rate of Twenty Three Thousand Three Hundred Sixteen Dollars (\$23,316.00) per contract year in monthly installments of One Thousand Nine Hundred Forty Three Dollars (\$1,943.00).

The annual payment covers:

- i. 0.025 FTE of an Attending Physician
- ii. 0.125 FTE of a Fellow

LPCH shall send invoices each month to the following address:

Mountain View-Los Altos Union High School District
1299 Bryant Avenue
Mountain View, CA 94040
Attn: Associate Superintendent for Business Services

Education Authority will provide payment to LPCH within thirty (30) days of receipt of an invoice from LPCH. Payment shall be made to "Lucile Salter Packard Children's Hospital at Stanford" and all payments and a copy of the invoice shall be sent to the following address:

LPCH Finance
725 Welch Road, MC 5553
Palo Alto CA 94304
Attn: Controller

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