

AGREEMENT

Section 1. Willow/Duncan Russell School Site, located at 164 W. Grant Line Road in Tracy, California 95376

The Parties acknowledge that title to the School Site is held by District.

Section 2. Use of Premises.

- A. Premises. District agrees to allow Tenant exclusive use of the Premises, as more specifically described and depicted in red in **Exhibit "C"** for the operation of Tenant's Program. Tenant may not use the Premises for any other purpose other than for operation of its Program, subject to the terms and conditions specified in **Exhibit "A."**
- B. Appurtenant Rights; Shared Site. Tenant shall have non-exclusive use of the portions of the School Site adjacent to the Premises, outlined in yellow in **Exhibit "C"** ("Shared Areas"). Tenant acknowledges and understands that the Premises is located within an operating District site. As such, the non-exclusive Shared Areas in **Exhibit "C"** will be used by other parties, including the District, and Tenant shall cooperate with other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of these areas.

Section 3. Term.

The initial term of this Agreement shall commence on March 15, 2023, and shall remain in effect for five (5) years, ending on March 14, 2028, unless it is sooner terminated pursuant to the terms of this Agreement ("Initial Term"). The Parties may mutually agree, in a signed writing, to extend this Agreement for an additional five (5) year period ("Renewal Term"), through March 14, 2033, so long as the District's Governing Board is able to renew its determination that the Program does not (1) interfere with the educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Site. Any subsequent written agreement entered into by the Parties for the Renewal Term shall set forth the then current Fair Market Rental Value for the Premises for the Renewal Term and describe any rent payable to District or, in lieu of rent paid to District, improvements to be constructed on the Premises, equipment to be procured by Tenant for District or services to be rendered to District.

Section 4. Rent.

The District has determined, and the Parties agree, that the annual fair market rental value of the Premises is Twenty-Two Thousand, Eight Hundred Forty and 00/100 Dollars (\$22,840.00) ("FMV"). For and in consideration of the use of the Premises for the Initial Term of this Agreement, Tenant agrees to provide health services to the students of the District that equate to the FMV of renting the Premises or comparable facilities. Services shall include behavioral health services, vaccinations, and/or high school sports physical screening, as services at the Premises become available. By January 30 of each year, Tenant shall submit to District an annual summary of services provided to students during the prior year, including the number of students served, value of those services, and the actual cost with any reductions paid by the students for the year prior. No personal identifiable information of students shall be included in the annual summary report. District and Tenant may agree to the production of a summary report on a more frequent basis, with additional data points as may be necessary.

Section 5. Title to and Removal of Tenant's Equipment

Title to Tenant's equipment, fixtures, and personal property ("Tenant's Equipment") shall be held solely by Tenant and not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Tenant shall remove Tenant's Equipment, at its sole expense. Tenant shall repair any damage to the Premises, caused by said removal and restore the Premises to good condition, less ordinary wear and tear.

In the event that Tenant fails to timely remove Tenant's Equipment, District, upon thirty (30) days written notice, may, without liability on the part of District to Tenant or any person or entity claiming under Tenant, either (1)

accept ownership of Tenant's Equipment with no cost to the District, or (2) remove and/or dispose of Tenant's Equipment at Tenant's sole cost. In the event that the District chooses to accept ownership of Tenant's Equipment, Tenant shall execute any necessary documents or take any necessary action to effectuate the change in ownership of Tenant's Equipment to District. In the event that the District removes and/or disposes of Tenant's Equipment, Tenant shall pay all actual and necessary costs for the removal and/or disposal of Tenant's Equipment within thirty (30) days of receipt of an invoice.

Section 6. Liens.

At all times during this Agreement, Tenant shall keep the Premises free and clear of all liens and claims of liens, including but not limited to, for labor, services, materials, supplies, or equipment performed on or furnished to the Premises or pursuant to this Agreement. For any and all work performed on or furnished to the Premises, Tenant agrees to settle and discharge all liens filed by a "Claimant" as defined in California Civil Code section 8004, and to defend and hold the District harmless from and against any such claims or liens. If Tenant fails to discharge or cause the Premises to be released from any such lien or claim of lien within thirty (30) days of District's request to do so, District may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms and in any manner that the District may deem appropriate, and Tenant agrees to reimburse District for the full amount paid by District in connection therewith, including interest, attorneys' fees, and costs which may be incurred.

Section 7. Taxes.

Tenant shall pay, before delinquency, any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, including, but not limited to assessments for public improvements or benefits, which prior to or during the Initial Term and Renewal Term of this Agreement are laid, assessed, levied, or imposed upon or become due and payable and a lien upon the Premises ("Taxes and Assessments"). Taxes and Assessments, late charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Agreement, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, District shall have all of the rights and remedies with respect thereto as District has for the nonpayment of rent. Nothing in this Section shall limit District's right to recover, as Additional Rent, Taxes and Assessments payable after termination of this Agreement pursuant to the terms of this Agreement.

Section 8. Premises.

- A. Condition of Premises. Tenant hereby acknowledges, understands, and agrees that the Premises and its improvements, including portions of the School Site used for ingress and egress and parking, are rented to Tenant on an "As-Is," "Where-Is," and "With any and all faults" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of Tenant's Program, and Tenant expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District will complete the existing deferred maintenance needs of the Premises, as determined by the District, which includes replacement of the flooring in the "Office," "Principal's office," and "Counselor's Office" of the Premises, prior to the commencement of the Initial Term, provided however, Tenant shall not require District to make or construct any alterations including structural changes, additions, or improvements to the Premises. By entry into and taking possession of the Premises pursuant to this Agreement, Tenant accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the date Tenant enters and takes possession of the Premises.
- B. Improvements or Alterations. Tenant shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District. Upon expiration or early termination of this Agreement, Tenant shall be responsible for repairing any damage to the Premises or School Site caused by Tenant or its guests or invitees, reasonable wear and tear excepted, or for removing any improvements or alterations not approved by the District and

restoring the Premises to the condition prior to the construction of the unapproved improvements or alterations.

- C. Signs. Tenant may, at Tenant's sole cost, have the right and entitlement to place Tenant's sign on the Premises, and otherwise to advertise its services, provided Tenant obtains the prior written approval and consent of District. Any signs shall be at Tenant's cost and in compliance with all local ordinances pertaining thereto. In connection with the placement of Tenant's signs, District agrees to cooperate with Tenant in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement, Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Tenant shall remove any signs and shall repair any damage caused by the installation or removal of Tenant's signs.
- D. Nuisance. Tenant shall not use or permit the Premises to be improved, developed, used or occupied in any manner that is in violation of any policy or regulation of the District's Governing Board or any law, ordinance, or regulation of any federal, state, county, or local governmental agency, body or entity. Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law with respect to the Premises, or any part thereof.
- E. Custodial Services, Maintenance, and Repairs. Tenant shall provide custodial services, maintenance and repairs to the Premises. Tenant shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by Tenant. If District provides custodial services, maintenance and/or repairs as a result of any default by Tenant that is not cured within thirty (30) days after notice from District, Tenant shall pay District for those services within thirty (30) days of receipt of an invoice from District.
- F. Utilities and Security. Tenant shall be responsible for and pay for all utility installation, metering, and service to and for the Premises, which may include water, gas, electricity, telephone and other data and communication lines and service as well as the removal of garbage and rubbish from the Premises. Tenant shall be responsible for establishing billing procedures with local utilities, where applicable. Tenant shall be responsible for the safety and security of the Premises at all times.

Section 9. Program.

- A. Tenant shall not use the Premises for any use other than the Program specified in this Agreement without the prior written consent of the District. Tenant agrees to maintain the Premises and to conduct the Program in a manner that meets all federal, state and local regulations relating to the Premises and to the operation of the Program, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Premises, the use of the Premises, and/or the Program. The execution of this Agreement shall be subject to the Tenant obtaining any and all permits, licenses or approvals which may be required in order for Tenant to operate the Program on the Premises. Tenant shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto.
- B. Tenant represents that it is qualified to administer and operate the Program. Tenant shall be solely responsible for the administration and operation of the Program, including the hiring and training of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Tenant's use of or activities on the Premises.

Section 10. Hazardous Materials.

- A. Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of

Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a “hazardous waste” pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a “hazardous substance” pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of any Hazardous Material.

- B. Hazardous Materials. In the course of operating its Program, any Hazardous Materials that may be generated, brought onto, used, or stored on the Premises shall be handled, used, stored and disposed of in accordance with all applicable Hazardous Materials Laws. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of anywhere on the School Site outside of the Premises.
- C. Responsibility of Tenant. From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and the Improvements.
1. Any handling, transportation, storage, treatment, disposal, or use of Hazardous Materials in or about the Premises and any improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Agreement.
 2. It shall be the duty of Tenant to ensure that the Premises and the Improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Hazardous Materials Laws.
 3. Tenant shall have and discharge all of the duties and obligations of the District, as owner of the Premises, School Site, and Improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation.
 4. Tenant shall be responsible for all liability to any party or parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any Improvements.

Section 11. Termination.

- A. Termination for Convenience. Either Party shall, at their option, have the right to terminate this Agreement upon at least one hundred twenty (120) days’ prior written notice to the other.
- B. District’s Option to Terminate for Cause.

District shall have the right to terminate this Agreement as follows:

1. A Default or material violation of this Agreement if such violation shall continue for thirty (30) days after written notice is given to Tenant of such violation; or
2. If, in the judgment of District, Tenant’s acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted on the School Site or in any building; (ii) represent an immediate threat to the health, welfare or safety of District’s students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose District and/or its Governing Board to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District’s sole option, Tenant cures such

default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or

3. If Tenant is adjudged as bankrupt, Tenant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Tenant's insolvency.

Section 12. Destruction.

In the event that any portion of the Premises are destroyed or damaged by an uninsured peril, District or Tenant may, upon written notice to the other, given within sixty (60) days after the occurrence of the damage or destruction, elect to terminate this Agreement; provided, however, that either party may, within sixty (60) days after receipt of notice, elect to make the required repairs and/or restoration at that party's sole cost and expense, in which event this Agreement shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

Section 13. Program Staffing and Background Verification.

Tenant represents that it is duly authorized to administer and operate its Program, and upon expiration of any license, permit, accreditation and/or certification and/or at District request, Tenant shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Tenant shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the operation of its Program, construction of its Improvements, or otherwise connected to Tenant's use of the Premises, including without limitation, use permits and compliance with the California Environmental Quality Act ("CEQA").

Tenant shall be solely responsible for the administration and operation of its Program, including the hiring and training of all employees. Prior to commencement of its Program, Tenant shall complete the Fingerprinting/Criminal Background Investigation Certification attached hereto as **Exhibit "D,"** and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, section 45125.2, or as otherwise may be required by the California Department of Social Services. Tenant shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any Tenant activity. Tenant shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the School Site or Premises for any purpose related to or arising out of this Agreement at any time or otherwise have contact with District pupils and/or Program participants.

Section 14. Alcoholic Beverages/Illegal Drugs/Noise/Animals.

Any uses which involve the serving and/or sale of alcoholic beverages or illegal drugs and/or the conducting of games of chance are prohibited on the Premises and the School Site. Tenant shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises and the School Site at all times. Tenant shall not use or permit the use of the Premises, the School Site, or any part thereof for any purpose which is inimical or contrary to public morals and/or welfare or morally objectionable as unsuitable for a public educational facility. Tenant agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Program, Premises or use of the Premises and/or School Site. No animals are allowed on the Premises or School Site, excepting for certified service animals.

Section 15. Hold Harmless/Indemnification.

Tenant shall indemnify and hold harmless District, its Governing Board and members of the Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, to the extent that they directly arise from the performance of this Agreement by Tenant, its agents, contractors, employees, representatives, officers, servants, tenants, concessionaires, or volunteers in conjunction with the performance of this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. Tenant will not defend District.

Section 16. Insurance.

- A. General Liability Insurance and Auto Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Five Million Dollars (\$5,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Five Million Dollar (\$5,000,000) general aggregate policy limit. In addition, Tenant shall obtain a products/completed operations aggregate policy in the amount of Two Million Dollars (\$2,000,000) and a personal injury policy in the amount of One Million Dollars (\$1,000,000).
- B. Fire Insurance. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings located on the Premises. Tenant agrees that if the premium on District's basic fire insurance policy covering the Premises is increased as a result of Tenant's use of the Premises, Tenant shall reimburse District for the additional premium amount within thirty (30) days of receipt of notice from District. In the event of loss or damage to the buildings, the Premises or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.
- C. Workers' Compensation Insurance. During the term of this Agreement, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance.
- D. Tenant's Property Insurance. Tenant acknowledges that the insurance to be maintained by District on the Premises will not insure any of Tenant's Equipment. Accordingly, Tenant shall, at its own expense, maintain in full force and effect an insurance policy on all of the Equipment and Tenant's Equipment in, about, or on the Premises.
- E. Certificates of Insurance and Endorsements. Prior to the Commencement Date Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
1. not be canceled or altered without thirty (30) days prior written notice to District;
 2. ensure performance of the indemnity set forth in Section 13, above;
 3. state the coverage is primary and any coverage by District is in excess thereto;
 4. contain a cross liability endorsement; and,
 5. include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

- F. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the Term of this Agreement to account for (i) increases in Rent for the Premises, (ii) increases in the estimated full replacement cost of the Premises, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Agreement. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to

the approval of District per Paragraph 15. Tenant shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

Section 17. Notice.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by electronic mail or overnight delivery service, addressed as follows:

If to District:

Tracy Unified School District
ATTN: Jaime Quintana,
Director of Facilities & Planning
1875 W. Lowell Ave.
Tracy, CA 95376
jquintana@tusd.net

If to Tenant:

Community Medical Centers, Inc.
ATTN: General Counsel
7210 Murray Drive
Stockton, CA 95210
ekarimkhani@cmcenters.org
With a copy to: Chief Executive Officer
cnoquera@cmcenters.org

Any notice by electronic mail or personally given shall be deemed delivered and effective upon receipt. Any notice sent by overnight delivery service shall be deemed delivered effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be deemed delivered and effective five (5) days after deposit in the United States mail.

Section 18. Sublease and Assignment.

Except as otherwise expressly permitted below, District and Tenant shall not assign its rights, duties or privileges under this Agreement, nor shall Tenant sublease or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Any such attempt without District written consent shall be void.

Section 19. No Right to Encumber Leasehold.

At no time shall Tenant allow or suffer the encumbrance of its interest under this Agreement by any creditor or institutional lender, whether by deed of trust, mortgage, or other security interest for any purpose or purposes, without the prior written consent of the District.

Section 20. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 21. Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Section 22. California Law.

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

Section 23. Attorneys' Fees.

If either party files any action or brings any proceedings against the other arising out of this Agreement, each party shall bear its own costs of suit, including attorneys' fees.

Section 24. Waiver.

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 25. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 26. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by facsimile or electronic mail, and all counterparts together, whether original or facsimile or electronic mail, shall be construed as one document.

Section 27. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 28. Severability.

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

Section 29. Incorporation of Recitals and Exhibits.

The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

Section 30. Non-Discrimination.

Tenant and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Tenant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Tenant covenants to meet all requirements of District pertaining to non-discrimination in employment. If Tenant is found in violation of the non-discrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

Section 31. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Section 32. Inspection.

District's employees and agents shall have the right at all reasonable times upon reasonable prior written notice to Tenant to inspect the Premises to determine if the provisions of this Agreement are being complied with.

Section 33. Reservation of Rights.

District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, though, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, though, across, and along any and all portions of the School Site, including the Premises. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Tenant as permitted under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

ACCEPTED AND AGREED:

DATE: _____

DATE: _____

DISTRICT:
TRACY UNIFIED SCHOOL DISTRICT

TENANT:
COMMUNITY MEDICAL CENTERS, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT "A"

PROGRAM SPECIFICATIONS

Tenant will operate a community health center that will serve as a wellness center for the District's students and may eventually include their families as well. Tenant will initially provide behavioral health services to students with the goal and intention to expand services that are pertinent to the wellness of the District's student community, including vaccinations and high school sports physical screening.

The services provided by Tenant at the School Site pursuant to this Agreement are separate and apart from the behavioral health services provided by Tenant and its clinicians at other District school sites, pursuant to the current and any future special service agreements between the District and Tenant.

Tenant's program provides personalized health care, taking a "whole person" approach to delivering primary care. Tenant is a Federally Qualified Health Center and is certified by the Joint Commission as a Primary Care Medical Home ("PCMH"). It is a Health Center Program grantee under 42 U.S.C. 254b, and has Public Health Service ("PHS") deemed status under 42 U.S.C. 233(g)-(n) with respect to certain health or health-related claims, including medical malpractice claims, for itself and its covered individuals.

Tenant and District agree to the program specific terms and conditions set forth herein:

A. Medical Records.

1. All records provided to, maintained, or created by Tenant, including all medical records maintained or created during the provision of community health care center services at the School Site, are the property of Tenant, unless they are District records shared with Tenant so that Tenant may provide for the community health care center services at the School Site.
2. All records provided to, maintained, or created by District, including any student treatment records, are the property of District. District records do not include any records provided to, maintained or created by Tenant. To the extent allowable and in accordance with governing state and/or federal laws and regulations, including FERPA, District agrees to share information necessary for provision of community health care center services at the School Site.

B. Confidentiality.

1. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other that may include, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Tenant, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act, court issued subpoena, or other applicable federal or state law.
2. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

3. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act and any health care or medical laws that require disclosure or reporting. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

4. Child Records. Tenant shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in child records provided by the District must be approved by the District. To protect the confidentiality of child records provided by the District, Tenant will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

EXHIBIT "B"

DEPICTION OF SCHOOL SITE

The school site depicted below is known as the Willow/Duncan Russell School Site, located at 164 W. Grant Line Road in Tracy, California 95376.



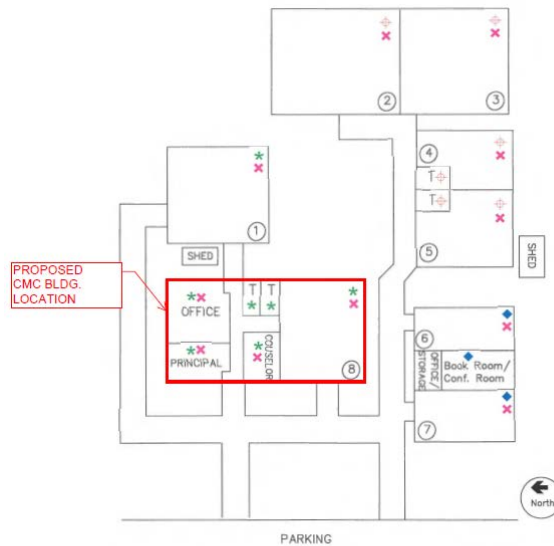
EXHIBIT "C"

PREMISES

The "Premises" that are being leased to Tenant is outlined in red below and are described as follows:

The northwest corner building in its entirety, which contains the spaces known as "Office," "Principal's office," "Counselor's Office," restrooms and the remaining space, collectively a total of approximately 1,904 square feet, located on the School Site described in **Exhibit "B."** Tenant shall have exclusive use of the Premises. Tenant may use the District's modular case desk station currently in the Office.

Tenant shall have non-exclusive use of the portions of the School Site adjacent to the Premises, outlined in yellow below, which consists of parking lot and outdoor open space areas.



Map Key #			
★	New Const. Yr. Unknown	◆	New Const. 1975-DSA 38070
⊕	New Const. 1972-DSA 35598	✕	New Fire Alarm System 15/16-DSA 115010

WILLOW/DUNCAN RUSSELL SCHOOL Revised: 01-20-16

EXHIBIT "D"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Tenant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Tenant.

Tenant certifies:

- Tenant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Tenant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Tenant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. None of Tenant's employees or any of its subcontractors' employees may enter the Premises until the Department of Justice ascertains that each individual has not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Tenant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- Tenant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Tenant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Tenant shall not enter Premises until the Department of Justice ascertains that Tenant has not been convicted of a felony as defined in Government Code Section 45122.1.

Tenant's responsibility for background clearance extends to all of its employees, subcontractors, and volunteers regardless of whether they are designated as employees or volunteers or acting as independent contractors of Tenant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors/Volunteers

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Tenant: _____

Signature: _____

Print Name: _____

Title: _____