March 12, 2009

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

Subject: Approval of a Master Contract Exhibit with La Clínica de La Raza and Standard Agreements with Tides Center and Nakashima & Associates to provide various school-based health services.

RECOMMENDATION

1. Approve the Master Contract Exhibit with La Clínica de La Raza (Principal: Jane Garcia, Executive Director; Oakland, CA; Master Contract No. 900116) totaling $69,800 from February 1, 2009 to June 30, 2010 to provide health promotion and start up services to expand school-based nutrition and dental services at Roosevelt Middle School in Oakland, CA.

2. Approve a Standard Agreement with the Tides Center doing business as California Adolescent Nutrition and Fitness (CANFit) Program (Principal: Laura Smith, Associate Director of Program and Services; Berkeley, CA; Procurement Contract No. 3790) totaling $25,000 from March 1, 2009 to July 31, 2009 to conduct research on best practices around nutrition education and services for a middle school population and provide technical assistance to the Elev8 Oakland middle schools.

3. Approve a Standard Agreement with Nakashima & Associates (Principal: David Nakashima, Principal; Oakland, CA; Procurement Contract No. 3836) totaling $26,000 from March 1, 2009 to December 31, 2009 to serve as strategic planner and facilitator for the Fremont Adolescent Student Health Initiative.

4. Approve the attached financial recommendations.

SUMMARY/DISCUSSION/FINDINGS

On March 3, 2009, your Board approved and accepted the funding from various philanthropic sources totaling $8,512,705 for the implementation of the Alameda County Full Service Community Schools & Neighborhood, Elev8 Oakland, Oakland Universal Health Access and School Health Services and Coordination in Central and South County Initiatives. Approval of the above mentioned contracts is required in order to implement the deliverables required by these initiatives.

SELECTION PROCESS

As a core part of the planning of new School-based/-linked Health Centers (SBLHCs), planning committees comprised of school site and district administration, community providers, students, policymakers and other partners develop a Review for Qualifications process to select a lead agency for the SBLHC. La Clínica de La Raza, a community-based organization (CBO) provider with Health Care Services Agency, was one of the SBLHC lead agencies that were chosen through this process and the SBLHC Coalition honors this process by contracting with these selected lead agencies. The Tides Center,
which is also a community-based organization (CBO) provider with Health Care Services Agency, was chosen by the Elev8 Oakland, Health Subcommittee Group for its CANFit program. Nakashima & Associates, a SLEB-registered sole proprietor, was selected following a competitive bidding process, by the Fremont Student Health Initiative Executive Committee that included the City of Fremont, Fremont Unified School District and Health Care Services Agency.

FINANCING
Approval of these contracts will have no impact on County general funds. Financing for the projects was either included in the final approved budget or funded with the various philanthropic sources. We seek a budget adjustment in the amount of $94,800 to reflect additional external revenue.

Sincerely,

David J. Kears, Director
Health Care Services Agency

CC:
County Administrator
Auditor-Controller
County Counsel
Children’s Services Coordinator
SBHC Program Administrator
FINANCIAL RECOMMENDATION

Subject of Board Letter: Approval of contracts with La clinicia, Tides Center & Nakashima & Assoc.

The use of Designations, as follows:

<table>
<thead>
<tr>
<th>NAME OF DESIGNATION</th>
<th>ORG</th>
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</table>

The increase (decrease) in anticipated revenue, as follows:

<table>
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<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
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<tbody>
<tr>
<td>350100</td>
<td>479990</td>
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<td>$94,800</td>
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</table>

ORG TOTAL $94,800

GRAND TOTAL ANTICIPATED REVENUE $94,800

<table>
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<tr>
<th>PROJ/GR</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
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<tbody>
<tr>
<td>350100</td>
<td>610000</td>
<td>00000</td>
<td>$94,800</td>
</tr>
</tbody>
</table>

ORG TOTAL $94,800

GRAND TOTAL APPROPRIATION $94,800
### COMMUNITY BASED ORGANIZATION

**Master Contract Exhibit A and B Coversheet**

| Dept Name: | HCSA CMSP#465 |
| Vendor ID #: | 0000027520 |
| Board PO #: | |

<p>| Bus Unit: | HCSVC | Master Contract #: | 900116 | Procurement Contract #: | Budget Year: | 2009 |</p>
<table>
<thead>
<tr>
<th>Acct #</th>
<th>Fund #</th>
<th>Dept #</th>
<th>Program #</th>
<th>Subclass #</th>
<th>Project /Grant #</th>
<th>Amount to be Encumbered</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>610341</td>
<td>10000</td>
<td>350121</td>
<td>37102</td>
<td></td>
<td></td>
<td>$69,800.00</td>
<td>$69,800.00</td>
</tr>
</tbody>
</table>

- **Procurement Contract Begin Date:** February 1, 2009
- **Procurement Contract End Date:** June 30, 2010
- **Period of Funding:** From: February 1, 2009 To: June 30, 2010
- **Department Contact:** Kimi Sakashita/Decima Molina
- **Contract Name:** La Clinica de la Raza
- **Contractor Address:** 1450 Fruitvale Avenue, 3rd Floor, Oakland, CA 94601
- **Federal Tax ID:** 94-1744108
- **Remittance Address:** Same as above
- **Contractor Telephone:** 618-3425/57571
- **Contractor Contact Person:** Jane Garcia
- **Contract Service Category:** Elev8 Oakland Initiative
- **Estimated Units of Service:**
- **Maximum Single Payment & Exceptions:** Actual expenses per quarter
- **Method of Reimbursement (Invoicing Procedures):** Submission of quarterly invoices and quarterly reports

<table>
<thead>
<tr>
<th>History of Funding:</th>
<th>Original</th>
<th>Amendment #1</th>
<th>Amendment #2</th>
<th>Amendment #3</th>
<th>Amendment #4</th>
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<tr>
<td>Funding Level</td>
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<td>Exhibit #</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Amount of Encumbrance</td>
<td>$69,800.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>File Date</td>
<td>March 31, 2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>File / Item #</td>
<td></td>
<td></td>
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</table>

**Funding Source Allocation:**

<table>
<thead>
<tr>
<th>Federal / CFDA #</th>
<th>( )</th>
<th>State</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$69,800.00</td>
</tr>
</tbody>
</table>

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT**

By

[Signature]

Print or Type Name

Title: President, Board of Supervisors, Alameda County

Date:

**CONTRACTOR**

By

[Signature]

Print or Type Name

Title: Executive Director

Date: 2/28/09

Approved as to Form

RICHARD E. WINNIE, County Counsel
EXHIBIT A
COMMUNITY BASED ORGANIZATIONS
Alameda County School-Based Health Center Program
Program Description and Performance Requirements

<table>
<thead>
<tr>
<th>Contractor</th>
<th>County Medical Services Program 465</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Clinica de la Raza</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Period</td>
<td></td>
</tr>
<tr>
<td>February 1, 2009 to June 30, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhibit Number</td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor (doing business as the La Clinica) shall ensure that funds are used to support the coordinated delivery of services at Roosevelt Middle School in collaboration with Elev8 Oakland partners.</td>
<td></td>
</tr>
<tr>
<td>Condition of the Funds:</td>
<td></td>
</tr>
<tr>
<td>Contractor will be required to participate and send agency representatives to Health Services Provider workgroups and meetings and other meetings as requested by HCSA and/or school site administrator. Contractor must also participate in the local School Health Services evaluation conducted by UCSF in coordination with any national Elev8 evaluation efforts developed through Atlantic Philanthropies.</td>
<td></td>
</tr>
<tr>
<td>The use of these funds cannot supplant the existing school based-based health services funded through La Clinica's base allocation from Measure A, Tobacco Master Settlement and Oakland Unified School District.</td>
<td></td>
</tr>
<tr>
<td>Program Goals</td>
<td></td>
</tr>
<tr>
<td>The goal of the Elev8 Oakland Initiative is to work in partnership with a collaborative of public systems, including the school site administrator, Oakland Unified School District (OUSD), City of Oakland, Health Care Services Agency (HCSA) and Safe Passages/Youth Ventures to plan, design and gradually deliver age-appropriate health services to students on Oakland middle school campuses. The long term goal of Elev8 is to build an integrated and seamless service system at each school site with the capacity to offer health &amp; wellness, family and academic support services through strong school-community collaboration.</td>
<td></td>
</tr>
</tbody>
</table>
As such, Contractors are members of the Elev8 Oakland Initiative, and serve as a collective working group charged with the design and development of integrated health services for youth in the targeted middle schools.

Scope of Services:

Contractor shall implement the following goals and objectives at Roosevelt Middle School in consultation and with the agreement of the site administrator:

I. YOUTH DEVELOPMENT AND FAMILY ENGAGEMENT

Goal: Leverage the collective positive power of youth and support of families in shaping school-based health center services.

Objective: Convene and facilitate a youth advisory board, Peer Health Education Group or Student Research Team. Activities may include but are not limited to:

- Planning and designing health services in the future clinic with youth group; methods may include focus groups, surveys, or other methods as determined by the youth;
- Recruiting and training youth to conduct peer health education activities on school campus or local community;
- Supporting youth advisory board and/or Peer Health Educators in planning and implementing a school health fair; and/or
- Other activities as defined by the youth.

Objective: Convene and facilitate family and community sessions through focus groups, community events and/or any method appropriate to the school site. Activities may include but are not limited to:

- Planning and designing health services for the school and possibly community; methods may include focus groups, surveys, or other methods as determined by the community;
- Planning and implementing family and/or community health and educational events with the Family Advocate, Project Coordinator and other service delivery providers on campus.
- Developing and implementing family workshops with the Principal, Project Coordinator, Family Advocate; and/or
- Other activities as defined by the families and community.

II. DESIGN HEALTH CARE SERVICE DELIVERY SYSTEM

Goal: Ensure that all students receive appropriate referrals, linkage and timely follow-up.
Objective: Participate in school site meetings to support the development of a service delivery system beyond the co-location of services to a coordinated, fully integrated system that facilitate students accessing and utilizing services to meet their educational and health needs. Activities may include but are not limited to:

- Participation in school site provider meetings to support the development of a service delivery system (i.e. confidentiality, HIPAA, referrals, etc);
- Participation in Coordination of Services Team (COST) meetings for interdisciplinary case management/referrals;
- Making referrals to health care providers to increase access and utilization of health care among underserved populations;
- Supporting and advocating on behalf of students/families for health services, as appropriate;
- Training and educating family and/or school personnel on health issue(s) that students may be experiencing (i.e. asthma, diabetes), as appropriate.
- On an ongoing basis, informing school faculty, administration, and other personnel of SBHC start-up processes and services available;
- If applicable, supporting and working closely with school nurse to establish systems to coordinate health services provision and to clarify roles and responsibilities of both parties.

Objective: Participate in Health Care Agency meetings with all the lead agencies to support the design and implementation of Universal Health Access for Oakland. Activities may include but are not limited to:

- Developing procedures and policies to deliver health services in Oakland Middle Schools.
- Developing standardized screening tools around substance use, nutrition and physical activity, violence prevention and other related health issues with the support of UCSF.
- Participating in Elev8 Oakland Initiative-wide activities to articulate a youth development framework in the delivery of SBHC services
- Other activities as defined through the Health Care Agency meetings and/or by the Elev8 Oakland Initiative.

III. INNOVATIVE HEALTH PROMOTION & NUTRITION SERVICES

Goal: Provide age-appropriate and relevant nutrition, dental and other health education

Objective: Ensure the delivery of [5-15] hours per week of site-based nutrition education, dental education and/or other health promotion beyond the existing services currently being provided. Activities may include but are not limited to:

- Meeting with the school staff and Elev8 Oakland Health Working Group to develop health promotion curricula, programs and other activities implementing OUSD Wellness Policies;
- Coordinating County health promotion activities already on the campus;
- Implementing a health education curriculum in accordance with California Department of Education (CDE) Health Education standards;
- Coordinating Peer Health Educators to provide health education; and/or
- Other activities as defined by the school community.

Additional core activities include:

Contractor will provide at least [20] hours of service beyond existing SBHC services per week at Roosevelt Middle School by an additional [.47] FTE of staff to ensure the provision of the above objectives.

Reporting Requirements

Contractor shall provide the Oakland School Health Coordinator with a narrative report on the status of the scope of services. When possible, the report will include photographs of events, copies of outreach materials, responses to surveys, focus groups and other assessments conducted.

In summary, process and outcome data on the following indicators will be collected to track progress toward the goals:

- Number of events and approximate number contacted in outreach efforts to the general school population
- Number of events and approximate number contacted in outreach efforts to specific underserved populations identified through the school site planning process
- Number of service hours delivered and staff hours committed to the Elev8 Oakland initiative.
- Description and copies of materials/curriculum used in the provision of nutrition and dental education to students
- Description of health promotion and youth empowerment activities implemented including the number of youth served and number of meetings/events held
- Number of internal and external referrals and reasons for referrals
- Description of efforts to improve coordination of services, including copies of procedures and policies developed.

Reporting Due Dates:

- April 15, 2009
- July 15, 2009
- October 15, 2009
- January 15, 2010
- April 15, 2010
- July 15, 2010
EXHIBIT B
COMMUNITY BASED ORGANIZATIONS
Alameda County School-Based Health Center Fund
Budget & Terms and Conditions of Payment

<table>
<thead>
<tr>
<th>Contractor</th>
<th>County Medical Services Program 465</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>Period</td>
<td>February 1, 2009-June 30, 2010</td>
</tr>
<tr>
<td>Exhibit Number</td>
<td>900116</td>
</tr>
</tbody>
</table>

I. Budget Related:
A. Budget detail (Attachment A) and budget narrative (Attachment B)

III. Terms and Conditions of Payment

A. Reimbursement

1. The total amount of reimbursement under the terms of this Agreement shall not exceed $69,800. Funds shall be used solely in support of the project’s program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the School Health Services Program Manager.

2. Contractor must invoice quarterly during the contract period. Invoices must reflect actual expenses incurred and be received according to the following schedule (unless otherwise approved by Oakland School Health Coordinator):
   • April 15, 2009
   • July 15, 2009
   • October 15, 2009
   • January 15, 2010
   • April 15, 2010
   • July 15, 2010

   The last invoice shall reflect actual expenses incurred but not to exceed the remaining balance of the contract.

3. SBHC Program Administrator shall review invoice and any requested accompanying report or supporting documentation required by the Alameda County Health Care Services Agency that documents current progress on deliverables and sign off on invoice for payment upon successful completion and acceptance of the products and services listed in Exhibit A: Definition of Services.

4. County shall process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, progress report and any other back up documentation as requested.

Version 2/9/09
B. **Invoicing Procedures**

Contractor shall invoice School Health Services according to the schedule above. Invoice, with an original signature, contract and PO numbers, and the service period covered, should be sent to:

Alameda County Health Care Service Agency  
ATTN: Kimi Sakashita, School Health Services  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577
Attachment A: Detail Budget
Oakland Middle School - Health Promotion & Integrated Services Program
February 1, 2009 - June 30, 2010
Agency Name: La Clinica de La Raza, Inc.

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Salary (total)</th>
<th>% FTE (PAF)</th>
<th># Months</th>
<th>Total Costs</th>
<th>Elev8 Oakland Funding Request $69,800</th>
<th>Other Funding Source - County</th>
<th>Other Funding Source - Foundation</th>
<th>Other Funding Source - 3rd Party</th>
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</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
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<td></td>
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<tr>
<td>Adolescent Services Director (AS)</td>
<td>79,092</td>
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<td>4%</td>
<td>17</td>
<td>3,735 $</td>
<td>2,988 $</td>
<td>747</td>
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<td>1%</td>
<td>17</td>
<td>2,496 $</td>
<td>1,248 $</td>
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<tr>
<td>Clinic Supervisor (SG)</td>
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<td>20%</td>
<td>17</td>
<td>21,279 $</td>
<td>8,512 $</td>
<td>9,012</td>
<td>4,506</td>
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<td>Health Educator (CF)</td>
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<td>30%</td>
<td>16</td>
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<td>9,678 $</td>
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<td>Dental Director (AT)</td>
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<td>6,200 $</td>
<td>2,067 $</td>
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<td>4,133</td>
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<tr>
<td>Nutritionist (JT)</td>
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<td>5%</td>
<td>6</td>
<td>3,848 $</td>
<td>1,283 $</td>
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<tr>
<td><strong>Subtotal Personnel</strong></td>
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<td></td>
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<td></td>
<td>47,237 $</td>
<td>25,775 $</td>
<td>11,008</td>
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<tr>
<td>Benefits @ 26.6%</td>
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<td></td>
<td></td>
<td></td>
<td>12,565 $</td>
<td>6,856 $</td>
<td>2,928</td>
<td>1,199</td>
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<td><strong>Total Personnel</strong></td>
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<td>32,631 $</td>
<td>13,936 $</td>
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<td><strong>Operations (Non-Personnel)</strong></td>
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<td>Program Activity</td>
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<td></td>
<td></td>
<td>2,500 $</td>
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<td>Office Supplies</td>
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<td></td>
<td>1,500 $</td>
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<td>Education Materials</td>
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<td></td>
<td>1,500 $</td>
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<td>Local Travel</td>
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<td></td>
<td></td>
<td>250 $</td>
<td>400 $</td>
<td></td>
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<td>Printing/Duplicating</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td>1,000 $</td>
<td>670 $</td>
<td>330</td>
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<tr>
<td>Equipment - Digital Camera/Computer</td>
<td>2,100</td>
<td></td>
<td></td>
<td></td>
<td>2,100 $</td>
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<tr>
<td>Incentives</td>
<td>1,325</td>
<td></td>
<td></td>
<td></td>
<td>1,325 $</td>
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<tr>
<td>Youth Retreat</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td>1,000 $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Training/Conferences</td>
<td>1,150</td>
<td></td>
<td></td>
<td></td>
<td>1,150 $</td>
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<tr>
<td>Community Stipends (required)</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td>2,000 $</td>
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<td></td>
<td></td>
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<tr>
<td>Food (required)</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
<td>3,000 $</td>
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<tr>
<td>Translation (required)</td>
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<td></td>
<td></td>
<td></td>
<td>1,500 $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth Stipends (required)</td>
<td>12,000</td>
<td></td>
<td></td>
<td></td>
<td>12,000 $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Operations</strong></td>
<td>34,525</td>
<td></td>
<td></td>
<td></td>
<td>30,623 $</td>
<td>3,370 $</td>
<td>330</td>
<td></td>
</tr>
<tr>
<td>Indirect Costs @ 10% (Maximum 10%)</td>
<td>16,696</td>
<td>17.7%</td>
<td>10%</td>
<td></td>
<td>6,346 $</td>
<td>3,063.08 $</td>
<td>1,068.17</td>
<td>6,218.14</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>111,022</td>
<td></td>
<td></td>
<td></td>
<td>69,800 $</td>
<td>20,368.64 $</td>
<td>7,103.02</td>
<td>16,323.07</td>
</tr>
</tbody>
</table>
Personnel

Adolescent Services Director (0.04 FTE x 17 months) is responsible for overall program planning and operations across all La Clinica's school based health centers. He will provide high-level oversight to program staff working on the health promotion and integrated services program, including staff training; ensure that the objectives of the program are being met; and coordinate with the clinic supervisor, Dental Director, Associate Medical Director and Lead Planner to participate in Elev8 Initiative activities, as appropriate.

Associate Medical Director (AMD) (0.01 FTE x 17 months) is a Family Practice Physician with responsibility for all medical and clinical health education services provided at La Clinica's adolescent sites. The AMD will work with the Adolescent Services Director, Dental Director and Lead Planner to ensure coordination and consistency with clinical practices in addition to contribute to the Elev8 Initiative, as appropriate. He will also ensure that patient education materials developed are medically accurate and developmentally appropriate.

Clinic Supervisor (0.20 FTE x 17 months) is responsible for direct supervision and project coordinate at the Roosevelt Middle School Health Center. She will be La Clinica's lead person for the Elev8 Initiative and ensure La Clinica participation at the site level with partner agencies, including coordination of services. She will be responsible for direct supervision of all project staff, monitor program objectives, staff training and implement program activities to reach objectives in each of the three areas defined in Exhibit A.

Health Educator (0.30FTE x 16 months) will develop and implement health education/promotion activities, engage youth and family involvement, train youth to conduct peer health education activities on campus, assist in identifying age-appropriate health education curriculum, coordinate program with staff of partner agencies on campus and contribute information for reporting purposes.

Dental Director (0.05 FTE x 6 months) will provide initial training and consultation to the SBHC staff on dental related issues and assist site staff to incorporate dental education into health promotion activities.

Nutritionist (In-Kind – 0.01 FTE) will provide initial training and consultation to the SBHC staff on nutrition related issues and assist site staff to incorporate nutrition education into health promotion activities.
Fringe Benefits Fringe benefits are calculated at 26.6% of salaries and include dental and health insurance (13%), payroll taxes (8%), retirement (2.6%), and workers’ compensation (3%).

Operations (Non-Personnel)

1) Program Activity @ $2,500 - includes the costs materials and activities associated with implementing the peer health education trainings, family and/or community focus groups, workshops and other program activities; the costs of decorations and special supplies that may be associated with the program.

2) Office Supplies @ $1,500 - include the costs of office supplies such as paper, pencils, paper clips, folders, stationary, business cards and other administrative supplies.

3) Educational Materials @ $1,500 - includes the cost of culturally, age and linguistically appropriate videos, written materials, and demonstration models for program implementation and which reflect appropriate literacy levels.

4) Local Travel @ $250 - includes the costs of La Clinica SBHC staff to travel to various meetings and trainings to effectively implement and achieve program objectives. Staff mileage reimbursement is based on La Clinica’s rate of 55.5 cents per mile.

5) Printing/Duplication @ $1,000 – includes costs for youth to design, print and replicate materials using graphic design agency, such as Tumi’s.

6) Equipment – Digital Camera/Computer @ $2,100

7) Incentives @ $1,323 – these will be used to attract and retain student and family participation in schoolwide events, such as answering questions related to health education/promotion, youth development, input on services, completed surveys, etc.

8) Youth Retreat @ $1,000 – Supplies, materials and other costs for planning and implementing one to two youth retreats. These materials and activities will reinforce the program activities, youth development strategies and community building.

9) Staff Training/Conferences @ $1,150 - includes sending supervisor and staff to youth development, SBHC and/or adolescent health based training and/or conferences.

10) Student Stipends @ $12,000 (required) - includes the stipends that peer educators will earn for participation in program activities throughout the year; stipend amount over project is based on approved La Clinica guidelines/criteria for youth participation.

11) Community Stipends @ $2000 (required) - includes the stipends that family and/or community members will earn for participation in Elev8 related focus groups; community stipends amount is based on funder guidelines/allocation.
12) **Food @ $3000 (required)** – includes the cost of food for campus events, peer education and youth engagement activities, family and/or community focus groups; food amount is based on funder guidelines/allocation.

13) **Translation Services @ $1500 (required)** – includes the cost of translation during family and/or community focus groups and health education workshops, as needed; translation services amount is based on funder guidelines/allocation.

14) **Indirect costs** - La Clinica’s federally approved indirect rate is 17.7%; however, only 10% of La Clinica’s total indirect costs are applied to this funding. The remainder of indirect costs will be provided in-kind.

**Total Project Cost:** $111,022  
**Elev8 Oakland Request:** $69,800
EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of this Master Contract Exhibit. Signing this Master Contract Exhibit on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: La Clinica de la Raza

PRINCIPAL: Jane Garcia TITLE: Executive Director

SIGNATURE: [signature] DATE: 2/28/09
Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

(a) **Business Associate.** "Business Associate" shall mean the Contractor, La Clinica de la Raza.

(b) **Covered Entity.** "Covered Entity" shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda "hybrid entity", is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

(c) **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(e) **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **Required by Law.** "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

(g) **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Business Associate

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

(b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
Exhibit E

Business Associate Provisions relating to HIPAA
Effective 4/24/2003

(e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.

(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.

(g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Business Associate

(k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(l) Business Associate may use and disclose PHI as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

(m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(n) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or
Exhibit E

Business Associate Provisions relating to HIPAA
Effective 4/24/2003

destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

(o) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(p) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104–191.

(q) Survival. In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.

(r) Third Parties. Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(s) Preemption. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.

(t) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: La Clinica de la Raza

By:  

[Signature]

Jane Garcia
Printed Name
Executive Director
Title

Address:  1450 Fruitvale Avenue, 3rd Floor
Oakland, CA 94601

Tax Payer I.D.# 94-1744108
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of March 17, 2009, is by and between the County of Alameda, hereinafter referred to as the “County”, and Tides Center DBA CANfit, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Nutrition Planning and Design for the Elev8 Oakland Initiative/Atlantic Funding services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Nutrition Planning and Design for the Elev8 Oakland Initiative/Atlantic Funding Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A: Definition of Services
- Exhibit B: Payment Terms
- Exhibit C: Insurance Requirements
- Exhibit E: HIPAA Requirements

The term of this Agreement shall be from March 1, 2009 through July 31, 2009.

The compensation payable to Contractor hereunder shall not exceed Twenty Five Thousand U. S. Dollars Only ($25,000.00) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________
   Signature

Name: ____________________________
   (Printed)

Title: President of the Board of Supervisors

Date:

Approved as to Form:

By: ____________________________
   County Counsel Signature

TIDES CENTER DBA CANfit

By: ____________________________
   Signature

Name: Laura Smith
   (Printed)

Title: Associate Director of Program and Services

Date: __/20/09

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and
further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor’s performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's
services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez

To Contractor: Tides Center DBA CANfit
2140 Shattuck Avenue, Suite 610
Berkeley, CA 94704
Attn: Betty Geishirt Cantrell

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.
14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

   a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

   b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

   c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

   d. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.

   e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

   f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,
including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Nutrition Planning and Design for the Elev8 Oakland Initiative/Atlantic Funding Services shall not exceed $25,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

24. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

28. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

a. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
33. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]
EXHIBIT A
DEFINITION OF SERVICES

Contracted Services

This contract is for a one-time only $25K grant for nutrition planning and design for the Elev8 Oakland Initiative/Atlantic funding.

The Contractor shall perform the following activities:

1. Review current Nutrition and Physical Activity Interventions at Middle Schools and provide a qualitative analysis; effectiveness, student satisfaction, ease of replication, costs, etc.

2. Review current School Based Health Center (SBHC) Nutrition and Physical Activity related services and provide a qualitative analysis; effectiveness, student satisfaction, ease of replication, costs, etc.

3. Assess if High School SBHC services could be adapted to middle school population.

4. Submit written report findings of deliverables 1-3 within the following framework and make recommendations to the Elev8 Oakland initiative through presentations and meetings.
   - Direct Service/Education Models
   - Peer Education Models
   - School Leadership Models
   - Advocacy/Environmental Change Strategies

5. Provide CBO lead agencies of SBHCs training on leading nutrition and physical activity promotion and programming.
EXHIBIT B
Payment Terms

I. Budget Related

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Description</th>
<th>FTE</th>
<th>Budget</th>
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<table>
<thead>
<tr>
<th>Operations</th>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontract</td>
<td>Provide technical assistance, planning and Health education design on nutrition for Elev8 Oakland middle schools</td>
<td>25,000</td>
</tr>
</tbody>
</table>

TOTAL $25,000

II. Conditions of the Funding Source
This contract provides for one-time-only, capacity-building funding for the Elev8 Oakland in middle schools. In awarding this grant, ACHCSA in no way obligates itself to award future grants to the recipient.

III. Terms and Conditions of Payment

A. Reimbursement
1. The total amount of reimbursement under the terms of this Agreement shall not exceed $25,000. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the School Health Services Program Administrator.
2. Contractor shall invoice the county three times during the contract period. Invoices must be received according to the following schedule (unless otherwise approved by School Health Services Program Administrator):
   - Invoice 1 By March 30, 2009 $6,250 with progress report
   - Invoice 2 By April 30, 2009 $6,250 with progress report
   - Invoice 3 By June 30, 2009 $12,500 upon submission of deliverables

3. SBHC Program Administrator shall review invoice, accompanying report or supporting documentation required by the Alameda County Health Care Services Agency that documents current progress on deliverables and sign off on invoice for payment upon successful completion and acceptance of the products and services listed in Exhibit A: Definition of Services.
4. County shall process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, progress report and any other back up documentation as requested.

B. Invoicing Procedures
Contractor shall invoice School Health Services. Invoice, with an original signature, contract and PO numbers, and the service period covered should be sent to:

Alameda County Health Care Service Agency
ATTN: Kimi, School Health Services
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME:  Tides Center DBA CANfit    DEPT #: 465
TITLE/SERVICE:  Nutrition Planning and Design for the Elev8 Oakland Initiative/Atlantic funding
DEPT. CONTACT: Kimi Sakashita/Decima Molina    PHONE: 618-3425/667-7571

I. INFORMATION ABOUT THE CONTRACTOR

YES   NO
1. Is the contractor a corporation or partnership?    (X) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?    (X) ( )

If the answer to BOTH questions is YES, provide the employer ID number here: 94-3213100.
No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: ____________________________
No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES   NO
1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?  ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?  ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?  ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing?  ( ) ( )
III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )

   1.a. Will the contractor work more than an average of ten hours per week? ( ) ( )

   IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

   1.b. Will the County provide more than 20% of the contractor's income? ( ) ( )

2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Signatures:  Laura Smith  David Kears
Contractor  Agency/Department Head or Designee

Printed Name  Printed Name
Laura Smith  David Kears

Date  Date
2/20/09  2/27/09

HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:
Signature:  ________________________________  Date:  ________________
Title:  ________________________________
### COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC#</th>
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<tbody>
<tr>
<td>A</td>
<td>23850-100</td>
</tr>
<tr>
<td>B</td>
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<tr>
<td>C</td>
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<td>D</td>
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#### TYPE OF INSURANCE

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<tr>
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#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This voids and replaces previously issued certificate dated: 2/18/2009 with ID: 12165294

Project Name: California Adolescent Nutrition and Fitness Program

Fund #:0730

Requested by: Kathy Bolts

### CERTIFICATE HOLDER

Alameda County Health Care Services Agency
Attn: Kimi Sakashita
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative: [Signature]

ACORD 25 (2009/01) Coll:2623629 Tpl:890113 Cert:12171051 © 1988–2009 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
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<tbody>
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<td>D:</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

It is agreed that County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as Additional Insureds as respects to General Liability and Automobile Liability.
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
INSURED: The Tides Center
POLICY NUMBER: PHPK384153

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of your operations or premises owned by or rented to you.
This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.
Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

(a) **Business Associate.** "Business Associate" shall mean the Contractor, Tides Center DBA CANfit

(b) **Covered Entity.** "Covered Entity" shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda "hybrid entity", is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

(c) **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(e) **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

(g) **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Business Associate

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

(b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
(e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.

(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.

(g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Business Associate

(k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(l) Business Associate may use and disclose PHI as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

(m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(n) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or
Exhibit E

Business Associate Provisions relating to HIPAA
Effective 4/24/2003

destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

(o) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(p) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(q) Survival. In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.

(r) Third Parties. Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(s) Preemption. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.

(t) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: Tides Center DBA CANfit

By: Laura Smith

Signature

Printed Name

Associate Director of Program and Services

Address: 2140 Shattuck Avenue, Suite 610

Berkeley, CA 94704

Tax Payer I.D.# 94-3213100
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of March 31, 2009, is by and between the County of Alamed,
hereinafter referred to as the “County”, and Nakashima & Associates, hereinafter referred to as
the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Infrastructure Development & Planning Facilitation
for the Fremont School Health Initiative (FSHI) services which are more fully described
in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to
provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide
Infrastructure Development & Planning Facilitation for the Fremont School Health
Initiative (FSHI) Services, and Contractor accepts such engagement, on the General
Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions
attached hereto, and the following described exhibits, all of which are incorporated into
this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification
Exhibit E HIPAA Requirements

The term of this Agreement shall be from March 1, 2009 through December 31, 2009.

The compensation payable to Contractor hereunder shall not exceed Twenty Six Thousand U. S.
Dollars Only ($26,000.00) for the term of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________
   Signature

Name: ____________________________
   (Printed)

Title: President of the Board of Supervisors

Nakashima & Associates

By: ____________________________
   Signature

Name: David Nakashima
   (Printed)

Title: Principal

Date: ________________

Approved as to Form:

By: ____________________________
   County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and
further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s
services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez

To Contractor: Nakashima & Associates
6616 Banning Drive
Oakland, CA 94611
Attn: David Nakashima

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.
14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

   a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

   b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

   c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

   d. Contractor shall recruit vigorously and encourage minority - and women-owned - businesses to bid its subcontracts.

   e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

   f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,
including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Infrastructure Development and Planning Facilitation for the Fremont School Health Initiative (FSHI) Services shall not exceed $26,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

28. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

a. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.

b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
33. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]
EXHIBIT A
DEFINITION OF SERVICES

Contracted Services
The Alameda County Health Care Services Agency, through its School Health Services Coalition, seeks the services of Nakashima & Associates as part of the Fremont School Health Initiative (FSHI). The overall goal of FSHI is to strengthen city/regional infrastructure through strategic planning and bridge building between health, education, and communities to create and sustain thriving neighborhoods, and healthy youth and families in Alameda County.
Nakashima & Associates will play a key role in developing the infrastructure and facilitating the collaborative to ensure a successful planning process.

Deliverable 1
By December 31, 2009, Nakashima & Associates will work with Fremont School Health Initiative (FSHI) Executive Committee partners to create a planning framework that articulates a vision, mission, short and long-term goals, and key development phases, that supports academic and health outcomes for students and families in Fremont.

Activities include:
• Collaborate with Health Care Services Agency project team and FSHI partners in the overall planning framework and strategic plan development
• Draft a FSHI planning framework that includes major phases, key milestones, critical issues, timelines and leads

Deliverable 2
From March 1 to December 31, 2009, Nakashima & Associates will plan and facilitate planning sessions with FSHI Executive Committee, Health Advisory Committee, Behavioral Health Planning Workgroup and other identified groups to develop the Strategic Plan.

Activities include:
• Develop FSHI Executive Committee principles of collaboration, decision-making process, roles/responsibilities, and communication protocol
• Design agenda, plan and facilitate executive committee meetings for Fremont SHS change model
• Provide technical assistance to Executive Committee, Health Advisory Committee, Behavioral Health Planning Workgroup and other groups to ensure collaboration and alignment to overall FSHI mission and planning framework

Deliverable 3
By December 31, 2009, Nakashima & Associates will conceptualize and draft the key components that will be included in a Strategic Plan. These components include:
1. Statement of needs, gaps and opportunities
2. Vision, mission and short and long-term goals;
3. Practice framework; key strategies;
4. Financial leverage plan; and
5. Timeline and key benchmarks.
EXHIBIT B
PAYMENT TERMS

I. Budget Related

<table>
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<th>Description</th>
<th>Budget</th>
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<tr>
<td>Development of Planning Framework (44 hours)</td>
<td>$5,500</td>
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<tr>
<td>Facilitation: Planning, Conducting &amp; Follow-up (96 hours)</td>
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<tr>
<td>Conceptualization &amp; Development of Key Components of Strategic Plan (68 hours)</td>
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<tr>
<td></td>
<td>$26,000</td>
</tr>
</tbody>
</table>

II. Terms and Conditions of Payment

A. Reimbursement
1. The total amount of reimbursement under the terms of this Agreement shall not exceed $26,000. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the School Health Services Program Administrator.
2. Contractor shall invoice the County monthly during the contract period for actual expenditures. The final invoice shall be based on actual expenditures but not to exceed the balance of the contract.
3. SBHC Program Administrator shall review invoice, accompanying report or supporting documentation required by the Alameda County Health Care Services Agency that documents current progress on deliverables and sign off on invoice for payment upon successful completion and acceptance of the products and services listed in Exhibit A: Definition of Services.
4. County shall process invoice submitted for reimbursement by contractor within ten (10) working days from receipt of invoice, progress report and any other back up documentation as requested.

B. Invoicing Procedures
Contractor shall invoice School Health Services monthly. Invoice, with an original signature, contract and PO numbers, and the service period covered, should be sent to:

Alameda County Health Care Service Agency
ATTN: School Health Services/James Nguyen
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Nakashima & Associates DEPT #: 465
TITLE/SERVICE: Infrastructure Development & Planning Facilitation for the Fremont School Health Initiative (FSHI)
DEPT. CONTACT: James Nguyen/Decima Molina PHONE: x54487/x57571

I. INFORMATION ABOUT THE CONTRACTOR

1. Is the contractor a corporation or partnership? (X) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )

If the answer to BOTH questions is YES, provide the employer ID number here: 551-63-4564.
No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: ______________
No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )
III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

1. Is the contractor being hired for a period of time rather than for a specific project?  

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

1. Will the agreement be with an individual who does not have an outside practice?  

   1.a. Will the contractor work more than an average of ten hours per week?  

   IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.  

   1.b. Will the County provide more than 20% of the contractor's income?  

2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A “yes” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Signatures:  

Contractor:  
Agency/Department Head or Designee:  

Printed Name: David Nakashima  
Printed Name: David Kears

Date: 3/3/09  
Date: 3/4/09

HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:

Signature: __________________________ Date: __________________________

Title: __________________________
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
STATE FARM INSURANCE—KEN BULLOCK, LIC# 0722261
4490 PIEDMONT AVE
OAKLAND, CA 94611

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DAVID NAKASHIMA
6616 BANNING DR
OAKLAND, CA 94611

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

COVERAGE:

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<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
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<td>State Farm General Insurance Company</td>
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A X GENERAL LIABILITY
97-BP-V998-5
9-16-08 9-16-09

BODILY INJURY (Each Occurrence)
$1,000,000

COMBINED SINGLE LIMIT (Any One Person)
$5,000

PERSONAL & ADJURY INJURY (Any One Person)
$1,000,000

PROPERTY DAMAGE (Each Occurrence)
$2,000,000

PROPERTY DAMAGE (Any One Person)
$2,000,000

BODILY INJURY (Any One Person)
$1,000,000

PROPERTY DAMAGE (Any One Person)
$2,000,000

A X AUTOMOBILE LIABILITY
V10-8713-D15-05
V10-8900-D15-05E
064-1938-A10-05A
1-10-09 7-10-09

BODILY INJURY (Per Accident)
$500,000

PROPERTY DAMAGE (Per Accident)
$500,000

AUTO INJURY (Any One Person)
$1,000,000

BODILY INJURY (Any One Person)
$500,000

PROPERTY DAMAGE (Any One Person)
$500,000

BODILY INJURY (Per Person)
$1,000,000

PROPERTY DAMAGE (Per Person)
$1,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
FL SUITABILITY LIMITS
EL EACH OCCURANCE
EL DISEASE - EA EMPLOYEE
EL DISEASE - POLICY LIMIT

ADDITIONAL INSURED:
COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES AS ADDITIONAL INS'D

CERTIFICATE HOLDER
ALAMEDA COUNTY HEALTH SERVICES AGENCY
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO, CA 94577

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
KEN BULLOCK, AGENT

ACORD 25 (2001/08)
132640 02-15-2007
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
Fax or QIC to: Risk Management Unit
Fax 272-5815 or 2-5815 / QIC 28505

Attn: Contract Review
KAREN CADICE
(Sr. Risk & Insurance Analyst)
Phone: 272-3871

Fax Back to:
Name: DEGMA C. MOLINA
Dept: HC-5A ADMIN
Phone: 2-571
Fax: 571-136

Amount of Contract: $26,000.
Term of Contract: 3/1/09 to 12/31/09

1. What do you want to waive or change (W=waive and C=change)?
      Other Required Coverages: __
   b) Change in Limits: General Liability: From $1,000,000 to __ per occurrence
      Auto Liability: From $1,000,000 to __ per occurrence
      Professional Liability: From $1,000,000 to __ per claim
      Other Coverage Limits: __
   c) Reason: CONTRACTOR HAS NO EMPLOYEES

2. Request for Time Waiver: Coverage(s) __ List # of days requested __
   (This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:
   Declaration:
   With respect to the above-mentioned business, I hereby warrant that the business has no employees
   other than the owners, officers, directors, partners or other principals who have elected to be exempt
   from Worker's Compensation coverage in accordance with California law.
   I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor
   Code with respect to providing Worker's Compensation coverage for any employees of the above-mentioned
   business. I agree to comply with the code requirements and all other applicable laws and regulations
   regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I
   further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure
   of the above-mentioned business to comply with any such laws or regulations. I therefore request that the
   County of Alameda waive its requirement for evidence of Worker's Compensation insurance in connection
   with the above-referenced work.

   Signature
   Owner, Officer, Director, Partnership or other Principal
   Date
   Principal

4. Please attach a copy of the Scope of Services. EXHIBIT A ATTACHED.
   Identify Risk to County:
   Waiver: Granted X Denied __
   Change: Granted __ Denied __
   Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required
   Insurance. Please contact the Risk Management Unit for more information.
   Authorized Signature: __________ Date: 3/5/00

Rev. 01/2009
EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Nakashima & Associates

PRINCIPAL: David Nakashima TITLE: Principal

SIGNATURE: \\
DATE: 3/3/09
Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

(a) **Business Associate.** "Business Associate" shall mean the Contractor, Nakashima & Associates

(b) **Covered Entity.** "Covered Entity" shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda "hybrid entity", is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

(c) **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(e) **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

(g) **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Business Associate

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

(b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
(e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.

(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.

(g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Business Associate

(k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(l) Business Associate may use and disclose PHI as permitted in Section 164.504.

Business Associate Obligations upon Termination or Expiration of Agreement

(m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(n) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or
Exhibit E

Business Associate Provisions relating to HIPAA
Effective 4/24/2003

destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

(o) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(p) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104–191.

(q) Survival. In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.

(r) Third Parties. Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(s) Preemption. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.

(t) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

CONTRACTOR: Nakashima & Associates

By: ________________________________

Signature

David Nakashima

Printed Name

Principal

Title

Address: 6616 Banning Drive
Oakland, CA 94611

Tax Payer I.D.# 551-63-4564