



November 3, 2008

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

**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

Dear Board Members;

**Subject: Approval of 4 Standard Agreement Amendments and 1 New Standard Agreement with Community Based Organizations to Provide Immigrant Low-Wage Worker/Day Laborer Health Services**

**RECOMMENDATION:**

- 1) Approve a Standard Agreement amendment with Axis Community Health (Principal: Sue Compton, Chief Executive Officer, Location: Pleasanton/Livermore, Procurement Contract #2992) in the amount of \$75,000 for the period beginning July 1, 2008 and ending June 30, 2009 in order to provide outreach and same day medical services to the day laborer population in the Tri-Valley area of Alameda County an increase of \$37,500.
- 2) Approve a Standard Agreement amendment with La Clinica de la Raza (Principal: Jane Garcia, Chief Executive Officer, Location: Oakland, Procurement Contract #2990) in the amount of \$75,000 for the period beginning July 1, 2008 and ending June 30, 2009 in order to provide outreach and same day medical services to the day laborer population in the Fruitvale area of Oakland in Alameda County an increase of \$37,500.
- 3) Approve a Standard Agreement amendment with Lifelong Medical Care (Principal: Martin Lynch, Chief Executive Officer, Location: Berkeley/Oakland, Procurement Contract #2993) in the amount of \$75,000 for the period beginning July 1, 2008 and ending June 30, 2009 in order to provide outreach and same day medical services to the day laborer population in West and North Oakland and Berkeley areas in Alameda County an increase of \$37,500.
- 4) Approve a Standard Agreement amendment with Tiburcio Vasquez Health Center (Principal: Joel Garcia, Chief Executive Officer, Location: Hayward/Union City, Procurement Contract #2996) in the amount of \$75,000 for the period beginning July 1, 2008 and ending June 30, 2009 in order to provide outreach and same day medical services to the day laborer population in the Hayward and Union City areas in Alameda County an increase of \$37,500.
- 5) Approve a Standard Agreement with Multicultural Institute (Principal: Rigoberto Caloca-Rivas, Executive Director, Location: Berkeley, Procurement Contract #3607) in the amount of \$19,348 for the period beginning July 1, 2008 and ending June 30, 2009 in order to assist Lifelong Medical Care in the successful operation of its Friday drop-in clinic for day laborers at its West Berkeley Family Practice facility.

**SUMMARY/DISCUSSION/FINDINGS:**

In Fiscal Year 06/07 your board approved the set aside of \$150,000 in Measure A Allocations for Primary Care Community Based Organizations to be used to provide increased access, education, outreach and same day appointments to the day laborer population. This population has traditionally not been served well due to significant structural and cultural barriers in accessing health care. After one year of negotiation and collaboration it was decided that the Street Level Outreach Project in conjunction with Axis, La Clinica, and Tiburcio will develop comprehensive outreach materials and conduct needs assessments specifically tailored to this population in order to better serve and improve the health and well being of underserved urban immigrant communities in Alameda County. The Multicultural Institute will work in conjunction with Lifelong Medical Care. These providers were chosen based on their close proximity to this population and their experience. The contracts that were approved by your Board July 22, 2008 are being amended to allow for the full allocation of set aside funds from FY 06/07 forward.

**FINANCING:**

Approval of these contracts will have no impact on county General fund revenue as funding is included in the FY 08/09 approved budget.

Sincerely,



David J. Kears, Director  
Health Care Services Agency

Cc: County Administrator  
Auditor-Controller  
County Counsel  
Executive Director, Alameda Health Consortium

Contract Reference No. C-2992  
Purchase Order No. HCSVC5234

AMENDMENT TO STANDARD AGREEMENT

Reference is made to that contract made and entered into on the 22nd day of July, 2008, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, and the Axis Community Health.

Said Contract is hereby amended:

Exhibits A and B are replaced with the revised Exhibits A and B attached.

All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment this 18th day of November, 2008.

COUNTY OF ALAMEDA

Axis Community Health  
Contractor

\_\_\_\_\_  
President, Board of Supervisors

By: Sue Compton  
Sue Compton  
Signature Over Printed Name

Chief Executive Officer  
Position

Tax ID: 94-2232394

APPROVED AS TO FORM:

Richard Adelman  
County Counsel

## **EXHIBIT A DEFINITION OF SERVICES**

### **Scope of work**

1. Under the direction of the Outreach Program Manager, Axis will recruit a 1.0 FTE Spanish/English bilingual Outreach worker. This person's primary responsibilities will be to: 1) provide outreach services for day laborers who work in the Livermore Valley, 2) to provide information regarding the availability of primary care medical services at Axis Community Health, and 3) to assist in access issues, to include the provision of transportation information, scheduling of appointments, and patient follow-up.
2. Outreach services will include the provision of presentations to employers of day laborers, local churches, human service agencies, homeless shelters, food banks, local emergency services, community organizations and other programs and services that are utilized by day laborers and/or their families. Presentations will be provided in English and/or Spanish as appropriate, and will include information regarding the availability of primary care medical services and how to access these services. The Outreach Worker will also have an ongoing presence at locations that are frequented by Day Laborers who are seeking work and will provide one-on-one outreach with persons at these locations.
3. Day Laborers will be ensured access to primary care medical services at Axis Community Health during scheduled working hours. Working in coordination with the Outreach Worker, Axis's Eligibility and Enrollment staff will schedule a medical appointment appropriately. Those who are determined to have an urgent care situation will be accommodated immediately with a same-day appointment. All other patients will be scheduled to be seen in the clinic at a time that is most convenient for the client and as soon as an appointment is available at Axis's clinic.
4. The Outreach Worker will ensure that each Day Laborer has information regarding transportation and access to care. When possible, the Outreach Worker will make transportation arrangements, however, for liability reasons, the Outreach Worker will not provide direct transportation services for Day Laborers.

5. Primary care medical services will be provided for Day Laborers at Axis Community Health's clinics. These services will include diagnosis, assessment and treatment as well as ancillary services which include laboratory, radiology and pharmacy services. All medical visits and ancillary services will be invoiced at Axis's cost. Based on a projected visit cost of \$160, it is anticipated that 152 medical visits will be provided with Alameda County Day Laborers funds during the contract period.
6. Axis will maintain all project records in accordance with generally accepted procedures and will make these records available upon the request of Alameda County.

### **Reporting Requirements**

Contractor shall submit quarterly a narrative report of activities performed, which shall include, but not limited to:

- the list of people served( Patients should not be included in the CMSP MICRS data submitted monthly)
- the types of services provided
- the specific dates when services were rendered

This quarterly narrative report shall accompany the quarterly invoice.

**EXHIBIT B**  
**PAYMENT TERMS**

- I. Budget Related: (See attached budget)
- II. Terms and Conditions of Payment

A. Payment:

- a. The total amount to be paid to Axis Community Health under the terms of this Amendment shall not exceed **\$75,000.00**. Funds shall be used solely in support of Axis Community Health's operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Amendment without prior review from the Finance Manager and written approval from the Director, HCSA or designee.
- b. County shall pay Contractor **quarterly** based on actual expenses incurred but not exceeding **\$18,750.00** per quarter based upon submission by the Contractor of invoices accompanied by a statement/report verifying that services have been performed pursuant to Exhibit A of this Agreement. The fourth and final invoice shall reflect actual expenses incurred but not to exceed the balance of the contract. Invoices will be approved by the HCSA Finance Manager. Payment under the terms of this Agreement shall not exceed the total amount of **\$75,000.00** for the period of the contract.
- c. The term of this Agreement is **July 1, 2008** through **June 30, 2009**.

B. Invoicing Procedures:

Contractor shall submit invoices **quarterly**, together with the required accompanying report/statement of activities performed. Invoices, with an original signature, shall be sent to:

Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attention: Finance Manager

Axis Community Health

Day Laborer Project Budget

July 1, 2008 - June 30, 2009

<u>Personnel</u>	<b>FTE</b>	<b>Rate</b>	<b>Total</b>
Outreach and Eligibility Department Manager	0.05	24.00	2,496
Eligibility/enrollment	0.10	15.00	3,120
Patient billing services personnel	0.05	15.00	1,560
Day Laborer Outreach Worker	1.00	15.00	31,200
Fringe benefits @ 20% (includes FICA, SUI, Workers Comp, Health/dental insurance)			7,675
<b>Total personnel</b>			<b>46,051</b>
<u>Operating</u>			
Mileage (30 miles/day x 5 days x 48 weeks @ \$0.37)			2,664
Program brochures/flyers/promotional			1,465
Staff recruiting			500
Medical visits (152 visits @ projected visit cost of \$160 each, to be billed at actual cost and to include visit, lab, xray, pharmacy services)			24,320
<b>Total operating</b>			<b>28,949</b>
<b>TOTAL PROJECT</b>			<b>75,000</b>

Contract Reference No. C-2990  
Purchase Order No. HCSVC5235

AMENDMENT TO STANDARD AGREEMENT

Reference is made to that contract made and entered into on the 22nd day of July, 2008, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State Of California, and the La Clinica de la Raza.

Said Contract is hereby amended:

Exhibits A and B are replaced with the revised Exhibits A and B attached.

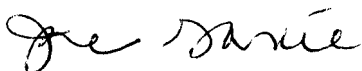
All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment this 18th day of November, 2008.

COUNTY OF ALAMEDA

\_\_\_\_\_  
President, Board of Supervisors

La Clinica de La Raza  
Contractor

By:   
Jane Garcia  
Signature Over printed Name

Chief Executive Officer  
Position

Tax ID: 94-1744108

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel



**EXHIBIT A**  
**DEFINITION OF SERVICES**

**Scope of Work**

**Main Program Goal:**

Contractor shall utilize funding under this Agreement to provide culturally and linguistically competent increased access to medical services and behavioral counseling for day laborers in the Fruitvale area of Oakland.

**Program Objectives:**

1. By June 30, 2009, staff will provide care management to 25 day laborers, including referral and navigation to medical, dental, optometry, HIV testing, substance abuse and mental health services.

Timeline: July 1, 2008 to June 30, 2009

Lead Roles: Care Manager(A. Lopez)  
Health Education Supervisor(A. Fabian)

Data Source: Client files and Referral tracking forms

2. By June 30, 2009, staff will provide on-going risk reduction/behavioral counseling for 15 day laborers.

Timeline: July 1, 2008 to June 30, 2009

Lead Roles: Behavioral Counselor(J. A. Barrera)  
Health Education Supervisor (A. Fabian)

Data Source: Client files and Number of visits with counselor

3. By June 30, 2009, staff will provide on-site enrollment for 100 day laborers to La Clinica services and programs.

Timeline: July 1, 2008 to June 30, 2009

Lead Roles: Human Services Specialist (TBA)  
Registration Supervisor (I. Ramirez)

Data Source: Management Information Systems(La Clinica)

4. By June 30, 2009, La Clinica and Street Level Health Project will meet monthly to strengthen partnership between agencies.

Timeline: July 1, 2008 to June 30, 2009

Lead Roles: La Clinica staff (P. Shih, A. Garcia, A. Fabian,  
A. Lopez,  
J. A. Barrera, I. Ramirez, HSS)  
Street level Health Project Staff

Data Source: Memorandum of Understanding

### **Reporting Requirements**

Contractor shall submit quarterly a narrative report of activities performed, which shall include, but not limited to:

- the list of people served ( Patients should not be included in the CMSP MICRS data submitted monthly)
- the types of services provided
- the specific dates when services were provided

This quarterly narrative report shall accompany the quarterly invoice.

**EXHIBIT B**  
**PAYMENT TERMS**

I. Budget Related: (See attached budget)

II. Terms and Conditions of Payment

A. Payment:

- a. The total amount to be paid to La Clinica de la Raza under the terms of this Amendment shall not exceed **\$75,000.00**. Funds shall be used solely in support of La Clinica de la Raza's operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior review from the Finance Manager and written approval from the Director, HCSA or designee.
- b. County shall pay Contractor **quarterly** based on actual expenses incurred but not exceeding **\$18,750.00** per quarter based upon submission by the Contractor of invoices accompanied by a statement/report verifying that services have been performed pursuant to Exhibit A of this Agreement. The fourth and final invoice shall reflect actual expenses incurred but not to exceed the balance of the contract. Invoices will be approved by the HCSA Finance Manager. Payment under the terms of this Agreement shall not exceed the total amount of **\$75,000.00** for the period of the contract.
- c. The term of this Agreement is **July 1, 2008** through **June 30, 2009**.

B. Invoicing Procedures:

Contractor shall submit invoices **quarterly**, together with the required accompanying report/statement of activities performed. Invoices, with an original signature, shall be sent to:

Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attention: Finance Manager

La Clinica de La Raza, Inc.  
Measure A Funds – Day Laborers

Alameda County Health Care Services Agency  
July 1, 2008 – June 30, 2009

<b>PERSONNEL</b>			
<b>Title</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>Project Request</b>
CHE Manager (AG)	\$ 58,924	10%	\$ 5,892
Care Manager (AL)	\$ 37,080	60%	\$ 22,248
Human Services Specialist (TBA)	\$ 34,873	40%	\$ 13,949
Behavioral Counselor (JAB)	\$ 39,409	10%	\$ 3,941
Health Education Supervisor (AF)	\$ 47,810	8%	\$ 3,825
Registration Supervisor (IR)	\$ 52,402	5%	\$ 2,620
<b>Subtotal</b>			<b>\$ 52,475</b>
<b>Fringe Benefits</b>	<b>26.6%</b>		<b>\$ 13,959</b>
<b>Total Personnel</b>			<b>\$ 66,434</b>
<b>NON-PERSONNEL</b>			
<b>Program Supplies</b>			<b>\$ 3,000</b>
<b>Utilities</b>			<b>\$ 977</b>
<b>Printing/Duplicating</b>			<b>\$ 2,464</b>
<b>Space Utilization</b>			<b>\$ 1,625</b>
<b>Transportation (local)</b>			<b>\$ 500</b>
<b>Training</b>			<b>\$ -</b>
<b>Total Non-Personnel</b>			<b>\$ 8,566</b>
<b>TOTAL DIRECT COST</b>			<b>\$ 75,000</b>
<b>INDIRECT COST</b>	<b>19.9%</b>		<b>\$ -</b>
<b>TOTAL</b>			<b>\$ 75,000</b>

Payment Terms: Quarterly

La Clinica de La Raza, Inc.  
Measure A Funds – Day Laborers

Alameda County Health Care Services Agency  
July 1, 2008 – June 30, 2009

## PERSONNEL

**CHE Manager (A. Garcia)**

**\$5,892**

Salary: \$58,924 x 0.10 FTE

The Department Manager will oversee the program and ensure that reports and invoices are done on a timely basis. She will also provide program oversight and direction, coordinate with partners and lead meetings to ensure attainment of project objectives.

**Care Manager (A. Lopez)**

**\$22,248**

Salary: \$37,080 x 0.60 FTE

The Care Manager will work with day laborers at Street Level Health Project (SLHP) to ensure that they receive the appropriate services by assessing their needs and providing referrals. He will maintain records of each client contact, including service(s) needed and referral tracking. He will serve as the primary La Clinica contact between agencies, working collaboratively with SLHP Case Manager. He will provide health information and educational materials to day laborers on the street and other locations, as needed. He will participate in program meetings and be one of the points of entry into La Clinica services.

**Human Services Specialist (TBA)**

**\$13,949**

Salary: \$34,873 x 0.40 FTE

The Human Services Specialist (HSS) will provide on-site enrollment/registration at Street Level Health Project. The HSS will inform day laborers of the registration process, eligibility requirements, benefit programs and other services available at La Clínica. The HSS will enroll/register at least 100 day laborers into medical, dental and/or vision services. She will participate in program meeting and be one of the points of entry into La Clínica services.

**Behavioral Counselor (J. Barrera)**

**\$3,941**

Salary: \$39,409 x 0.10 FTE

The Behavioral Counselor will provide on-going risk reduction/behavioral counseling for at least fifteen (15) day laborers on site at Street Level Health Project and other locations, as needed. The Behavioral Counselor is trained in providing counseling regarding multiple issues affecting the day laborer population. He has worked with the day laborers at Street Level Health Project over the past two years, developing trust and rapport. He will participate in program meetings and be one of the points of entry into La Clinica services.

**Health Education Supervisor (A. Fabian)**

**\$3,825**

Salary: \$47,810 x 0.08 FTE

The Health Education Supervisor will supervise program implementation, oversee and train the Care Coordinator and Behavioral Counselor in addition to coordinating logistics regarding program implementation. He will participate in program meetings and be one of the points of entry into La Clinica services.

La Clinica de La Raza, Inc.  
Measure A Funds – Day Laborers

Alameda County Health Care Services Agency  
July 1, 2008 – June 30, 2009

**Registration Supervisor (I. Ramirez) \$2,620**

Salary: \$52,402 x 0.05 FTE

The Registration Supervisor will provide on-going supervision and training for the Human Services Specialist to provide on-site enrollment/registration services and related information. She will oversee and make necessary modifications to the on-site registration process to create a seamless process into La Clínica services. She will participate in program meetings and be one of the points of entry into La Clínica services.

**Fringe Benefits at 26.6%: \$13,959**

Fringe Benefits are 26.6% of salaries. They include the following: FICA, state unemployment, state disability insurance, worker's compensation, and health insurance benefits. Fringe Benefits also represent regular compensation (based upon the percent of time of this project) paid to employees for vacation, sick leave, jury duty, military training, etc.

**TOTAL Personnel: \$66,434**

#### NON-PERSONNEL

**Program Supplies \$3,000**

This will cover the costs of one laptop and software registration costs necessary for on-site registration. Based on previous purchases, the cost of a laptop and software registration is estimated at \$1,500. Program supplies include the cost of food for day laborers and essential supplies such as paper, pens, butcher paper, etc.

**Utilities \$977**

This will cover a portion of the utility expenses associated directly with the site that houses program staff. The project cost is calculated at \$81.42/month x 12 months.

**Printing/Duplicating \$2,464**

This will cover costs of ordering/printing flyers and announcements for events, program activities and clinic services. These materials will be targeted to day laborers and will support program objectives.

**Space Utilization \$1,625**

This will cover a portion of the cost associated with utilizing the workspace in two departments to administer the program. The project cost is calculated at \$135.42/month x 12 months.

**Local Transportation \$500**

This will cover costs associated with staff and client transportation to access services. Local transportation will be provided to clients in the form of bus passes (AC transit) and BART tickets, which are for clients who live out of the immediate area.

**TOTAL Non-Personnel: \$8,566**

**INDIRECT COST: \$0**

**TOTAL DIRECT COST: \$75,000**

Contract Reference No. C-2993  
Purchase Order No. HCSVC 5236

AMENDMENT TO STANDARD AGREEMENT

Reference is made to that contract made and entered into on the 22nd day of July, 2008, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State Of California, and the Lifelong Medical Care.

Said Contract is hereby amended:

Exhibits A and B are replaced with the revised Exhibits A and B attached.

All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment this 18th day of November, 2008.

COUNTY OF ALAMEDA

\_\_\_\_\_  
President, Board of Supervisors

Lifelong Medical Care

Contractor

By: Martin Lynch

Signature Over Printed Name

Chief Executive Officer

Position

Tax ID: 94-2502308

APPROVED AS TO FORM:

[Signature]  
County Counsel

## **EXHIBIT A DEFINITION OF SERVICES**

### **Scope of Work**

LifeLong Medical Care will continue to operate the Friday drop-in clinic for day laborers, first started in January 2008 at our West Berkeley Family Practice (WBFP) facility. The drop-in clinic is open every Friday afternoon for day laborers who do not need appointments and can be registered as LifeLong patients on the same day as their visit. The overall goal of the new drop-in clinic is to increase accessibility to health care for day laborers by 1) helping them navigate health care systems and enrollment through outreach and linkage, and 2) offering culturally and linguistically competent care.

The **new and expanded services** include:

- Dissemination of new outreach materials that are tailored to the day laborer population
- Offsite registration so that new patients do not have to go to LifeLong's member services department before seeking care
- Drop in medical care on Friday afternoons
- Assurance that care will be culturally and linguistically competent by scheduling bilingual and bicultural staff at WBFP every Friday afternoon
- Health education sessions for day laborers in a community setting

To facilitate success of the day laborer drop-in clinic, LifeLong is collaborating with the Multicultural Institute, a local non-profit that serves the West Berkeley day laborer population. The Multicultural Institute assists economically disadvantaged day laborers in acquiring vocational, social, and educational skills that will lead to self-sufficiency. Specifically, they provide job placement assistance, job contact cultivation, and worker organizing, all free of charge. The Multicultural Institute has established trust within the Berkeley day laborer community and can provide expert advice on best practices as well as street level outreach to help guide individuals into regular health care. The Multicultural Institute will provide health care system navigation, recruitment and outreach services, assistance with eligibility requirements such as proof of identification, space for health education and English lessons, and will advise LifeLong as to cultural and linguistic competence for this unique population.

Annual **quantifiable objectives** for the WBFP Day Laborer Drop-in clinic include:

- Continue operating Merritt module to track participation in the Drop-In Clinic
- Serve 75 unduplicated day laborers as LifeLong patients per year.
- In year 1, LifeLong will provide 350 encounters for day laborers

Program objectives and outcomes will be **tracked** through the following systems:

- Merritt module that tracks day laborers
- Sign-in sheets for health education classes



## **Reporting Requirements**

Contractor shall submit monthly a narrative report of activities performed, which shall include, but not limited to:

- the list of people served (Patients should not be included in the CMSP MICRS data submitted monthly)
- the types of services provided
- the specific dates when services were provided

This monthly narrative report shall accompany the monthly invoice.

**EXHIBIT B**  
**PAYMENT TERMS**

- I. Budget Related: (See attached budget)
- II. Terms and Conditions of Payment

A. Payment:

1. The total amount to be paid to Lifelong Medical Care under the terms of this Amendment shall not exceed **\$75,000.00**. Funds shall be used solely in support of Lifelong Medical Care's operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior review from the Finance Manager and written approval from the Director, HCSA or designee.
2. County shall pay Contractor **monthly** based on actual expenses incurred but not exceeding **\$6,250.00** per month based upon submission by the Contractor of invoices accompanied by a statement/report verifying that services have been performed pursuant to Exhibit A of this Amendment. The twelfth and final invoice shall reflect actual expenses incurred but not to exceed the balance of the contract. Invoices will be approved by the HCSA Finance Manager. Payment under the terms of this Agreement shall not exceed the total amount of **\$75,000.00** for the period of the contract.
3. The term of this Agreement is **July 1, 2008** through **June 30, 2009**.

B. Invoicing Procedures:

Contractor shall submit invoices **monthly**, together with the required accompanying report/statement of activities performed. Invoices, with an original signature, shall be sent to:

Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attention: Finance Manager

Name of Organization:  
 Name of Project:  
 Proposed Budget Period:

LifeLong Medical Care  
Day Labor Drop-in Clinic at West Berkeley Family Practice  
July 1, 2008 - June 30, 2009

<i>Project Expenses</i>			<i>Grantor</i>	<i>LMC</i>		<i>Total</i>	Note: Hours/week
			<i>YR 1</i>	<i>Match</i>	<i>YR 1</i>		
	<b>FTE</b>						
<b>Personnel Title</b>	<b>YR1</b>	<b>Base</b>					
MD	10%	\$ 130,104	\$ 13,010	\$ -	\$ -	\$ 13,010	4.00
Medical Assistant	10%	\$ 33,280	\$ 3,328	\$ -	\$ -	\$ 3,328	4.00
Medical Receptionist/Records	10%	\$ 27,040	\$ 2,704	\$ -	\$ -	\$ 2,704	4.00
Health Ed Supervisor (M.Fitzpatrick)	20%	\$ 35,880	\$ 7,176	\$ -	\$ -	\$ 7,176	8.00
LCSW	2%	\$ 68,640	\$ 1,373	\$ -	\$ -	\$ 1,373	0.80
Clinic Director	2%	\$ 65,104	\$ 1,302	\$ -	\$ -	\$ 1,302	0.80
Eligibility Specialist	2.50%	\$ 32,365	\$ 809	\$ -	\$ -	\$ 809	1.00
Receptionist	19.58%	\$ 43,992	\$ 8,614	\$ -	\$ -	\$ 8,614	7.83
<b>Salaries Subtotal</b>			\$ 38,316	\$ -	\$ -	\$ 38,316	
Fringe Benefits rate at 27%			\$ 10,345	\$ -	\$ -	\$ 10,345	
<b>Personnel Subtotal</b>			\$ 48,661	\$ -	\$ -	\$ 48,661	
Multi-Cultural Institute (Avg ~\$417/month)			\$ 5,000			\$ 5,000	
<b>Consultant/Vendor Subtotal</b>			\$ 5,000	\$ -	\$ -	\$ 5,000	
Laptop Computer			\$ 1,290			\$ 1,290	
<b>Equipment Subtotal</b>			\$ 1,290	\$ -	\$ -	\$ 1,290	
Outreach materials to include brochures			\$ 451			\$ 451	
Sprint monthly wireless service			\$ 600			\$ 600	
New Merritt port for Laptop Computer			\$ 2,250			\$ 2,250	
Monthly Merritt Fees			\$ 330			\$ 330	
Medical Supply costs @ \$8/visit			\$ 1,600			\$ 1,600	
Lab & Pharmacy costs @ \$40.00 x 200 visits			\$ 8,000			\$ 8,000	
<b>Operating Subtotal</b>			\$ 13,231	\$ -	\$ -	\$ 13,231	
Indirect Costs @ 10%			\$ 6,818			\$ 6,818	
<b>GRANT TOTAL</b>			\$ 75,000	\$ -	\$ -	\$ 75,000	

Contract Reference No. C-2996  
Purchase order No. HCSVC5237

AMENDMENT TO STANDARD AGREEMENT

Reference is made to that contract made and entered into on the 22nd day of July, 2008, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State Of California, and the Tiburcio Vasquez Health Center.

Said Contract is hereby amended:

Exhibit B is replaced with the revised Exhibit B attached.


All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment this 18th day of November, 2008.

COUNTY OF ALAMEDA

Tiburcio Vasquez Health Center  
Contractor

\_\_\_\_\_  
President, Board of Supervisors

By:   
Joel Garcia  
Signature Over Printed Name

Chief Executive Officer  
Position

Tax ID: 23-7118361

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

**EXHIBIT B**  
**PAYMENT TERMS**

I. Budget Related: (See attached budget)

II. Terms and Conditions of Payment

A. Payment:

- a. The total amount to be paid to Tiburcio Vasquez Health Center under the terms of this Amendment shall not exceed **\$75,000.00**. Funds shall be used solely in support of Tiburcio Vasquez Health Center's operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior review from the Finance Manager and written approval from the Director, HCSA or designee.
- b. County shall pay Contractor **monthly** based on actual expenses incurred but not exceeding **\$6,250.00** per month based upon submission by the Contractor of invoices accompanied by a statement/report verifying that services have been performed pursuant to Exhibit A of this Agreement. The twelfth and final invoice shall reflect actual expenses incurred but not to exceed the balance of the contract. Invoices will be approved by the HCSA Finance Manager. Payment under the terms of this Agreement shall not exceed the total amount of **\$75,000.00** for the period of the contract.
- c. The term of this Agreement is **July 1, 2008** through **June 30, 2009**.

B. Invoicing Procedures:

Contractor shall submit invoices **monthly**, together with the required accompanying report/statement of activities performed. Invoices, with an original signature, shall be sent to:

Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attention: Finance Manager

LINE ITEM	Total Cost	AMOUNT REQUESTED FROM Alameda County
<b>Salaries:</b>		
Cost of Primary Care Providers and Medical Support Staff for 236 patient visits ( 236 visits@ \$159.06 per visit)	\$ 37,538	\$ 37,500
<b>Subtotal Salaries</b>	<b>\$ 37,538</b>	<b>\$ 37,500</b>
<b>Subtotal Salaries and Fringe Benefit</b>	<b>\$ 37,538</b>	<b>\$ 37,500</b>
<b>Expenses:</b>		
Stipends for Health Promoters/ Peer Health Educators	\$ 5,000	\$ 5,000
<b>Contractors</b>		
Case Manager	\$ 16,250	\$ 16,250
Health Educator *	\$ 16,250	\$ 16,250
<b>Subtotal Expenses</b>	<b>\$ 37,500</b>	<b>\$ 37,500</b>
<b>TOTAL</b>	<b>\$ 75,038</b>	<b>\$ 75,000</b>
*This Health Educator could be a new Health Educator working on behalf of TVHC or could be subcontracted.		

**Tiburcio Vasquez Health Center, Inc.  
Alameda County Health Care Services Agency  
Increased Access to Primary Care Services for Working-Age Adult Males  
July 1, 2008-June 30, 2009**

**Scope of Work**

**I. Preventive Health Services \$37,500**

According to TVHC's 2007 Annual Audit and OSHPD report data, It costs approximately \$159.06 per patient visit to provide the primary care support staff needed to serve each primary care client. This estimate includes all medical support staff, including medical records, reception, appointment clerks, and medical support staff, and supplies. This excludes administrative, managerial costs, and facilities maintenance costs. As such, we estimate that TVHC would be able to provide **236 primary care visits** between July 1, 2008-June 30, 2009.

**236 patient visits x \$159.06= \$37,538**

**II. Outreach and Health Education ..... \$37,500**

**A. Case Manager via Contract (\$16,250)**

Use a portion of funding for a bilingual English/Spanish speaking outreach worker who will provide enabling services and referrals that are specific to the health care needs of the working age adult male population out of the Hayward Day Laborer Center. This would be a critical component of a program given that day laborers are extremely vulnerable and outside of the safety net health care system. Unlike our other outreach workers who focus on immunization outreach and health education among children and adults with chronic diseases, this CONTRACTOR would solely be dedicated to conducting external outreach to the working-age adult male population, maintaining a partnership between local clinics and the Hayward Day Laborer Center, and ensuring day laborers become integrated as part of the local health system.

**b.) Health Educator (\$16,250) (To be determined if this will be a new in-house outreach worker or contractor).**

To provide a staff person who performs outreach to day laborers and develops trust among them to encourage participation in health promotion and disease prevention activities. This person's responsibility would include the continued training of peer outreach workers (AKA Promotores de Salud) in key areas such as nutrition education, diabetes, and other health topics. Will train Promotores de Salud to provide assistance during initial screenings, including height and weight measurements, temperature, and blood pressure screenings to be done at the Hayward Day Laborer Center.

**c.) Promotores de Salud Stipends (\$5000) The Hayward Day Laborer Center would recruit and train day laborers to become outreach workers to assist**

**Tiburcio Vasquez Health Center, Inc.  
Alameda County Health Care Services Agency  
Increased Access to Primary Care Services for Working-Age Adult Males  
July 1, 2008-June 30, 2009**

the Street Level Health Project with outreach and education to other day laborers in the Hayward area.

**5 Promotores x 40 outreach/training activities x \$25 Stipend/activity=\$5000**

**II. Evaluation Methods**

**A.** TVHC will keep complete records of all primary, preventive health services, and patient navigation contacts by tracking client referrals in conjunction with the Hayward Day Laborer Center.

**B.** TVHC will submit program and financial progress reports to the Alameda County Health Care Services Agency by July 1, 2009. The reports will document the project activities and any related expenses incurred.



**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 18, 2008, is by and between the County of Alameda, hereinafter referred to as the "County", and Multicultural Institute, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Day Laborers 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 Day Laborers 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 July 1, 2008 through June 30, 2009.

The compensation payable to Contractor hereunder shall not exceed Nineteen Thousand Three Hundred Forty Eight U.S. Dollars Only (\$19,348.00) 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

Multicultural Institute

By: \_\_\_\_\_  
Signature

By: Rigoberto Calocanivas  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Fr. Rigoberto Caloca Rivas  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 10/23/2008

Approved as to Form:

By: [Signature]  
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 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: Multicultural Institute  
1712 Euclid Avenue  
Berkeley, CA 94709  
Attn: Fr. Rigoberto Caloca Rivas

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 Day Laborers Services shall not exceed \$19,348.00 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 33 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**

The Multicultural Institute (MI) will continue to help Lifelong Medical Care in the successful operation of its Friday drop-in clinic for day laborers at its West Berkeley Family Practice (WBFP) facility. The drop-in clinic is open every Friday afternoon for day laborers who do not need appointments and can be registered as Lifelong patients on the same day as their visit. The Multicultural Institute will carry out outreach that promotes the project goal of increasing accessibility to health care for day laborers by 1) helping them navigate health care systems and enrollment through outreach and linkage, and 2) offering culturally and linguistically competent care.

The Multicultural Institute will continue to aid Lifelong Medical Care in these areas:

1. As part of its daily and ongoing street-based outreach work with day laborers at the Hearst corridor, explaining and responding to questions about the drop-in clinic and Lifelong's other services
2. Assisting day laborers in understanding and completing the paperwork needed to enroll
3. Assisting day laborers in obtaining proof of identification needed to enroll and also assisting them to meet other eligibility requirements
4. Providing a gathering space for health education, English classes and related activities each Friday before and/or after a community lunch sponsored by MI or on other days as needed
5. Recruiting day laborers in advance to participate in group activities and clinic services
6. Providing consultation to clinic staff on cultural and linguistic competence of health materials and health care practices and troubleshooting any issues arising in the drop-in clinic operations

The Multicultural Institute will also expand its outreach and support function by:

1. Being an available counterpart for other county and local entities that bring additional health education and services to the day laborer population by providing space, conducting outreach, and adapting content to best suit the day laborer audience
2. Encouraging and supporting individual day laborers who are uncomfortable seeking services or who encounter difficulties following enrollment as patients, acting as a liaison where necessary with clinic staff

**Annual quantifiable objectives** include:

- Outreach to 350 unduplicated clients per year to inform/give support about clinic services and other health/health education activities. This will be tracked by a list of clients served where the name, age, and city of residence are noted for each

individual in contact with MI, or those who have received one or more of the MI's services.

- Co-sponsor and facilitate the delivery of a minimum of five health-related workshops or activities with an average of 20 participants per activity

Program objectives and outcomes will be **tracked** through the following systems:

- Internal listing of program participants and their basic demographic data
- Sign-in sheets for health education classes and related activities
- Helping WBFP with any questionnaires or other planning or evaluative practices of the program



**EXHIBIT B  
PAYMENT TERMS**

**A: Budget Summary and Detail(See attachment)**

**B: Terms and conditions of Payment:**

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$19,348.00**. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement, without prior written approval from the Health Care Services Agency Director, or designee.
2. The County shall pay Contractor **\$1,612.33 monthly**, upon submission by the Contractor of an invoice, accompanied by a statement of activities performed, in accordance with Exhibit A of this Agreement. Payment under the terms of this Agreement shall not exceed the total amount of **\$19,348.00** for the period of the contract.
3. The term of this Agreement is from **July 1, 2008** through **June 30, 2009**.

**C: Invoicing Procedure:**

Contractor shall invoice the County in accordance with the term of payment under Section A.2 above. Invoice with original signature shall be sent to:

Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attention: HCSA Finance Manager

Name of Organization:

Multicultural Institute

Name of Project:

Day Labor Drop-in Clinic Outreach Component

Proposed Budget Period (two years):

July 1, 2008 - June 30, 2009

July 1, 2009 - June 30, 2010

<i>Project Expenses</i>			<i>Year 1</i>	<i>Year 2</i>	<i>Total</i>	Note: Hours/week
	<b>FTE</b>					
<b>Personnel Title</b>	<b>YR1</b>	<b>Base</b>				
Day Labor Program Director	20%	\$ 32,000	\$ 6,400	\$ 6,400	\$ 12,800	8.00
Day Labor Program Assistant	20%	\$ 27,040	\$ 5,408	\$ 5,408	\$ 10,816	8.00
Associate Director	2%	\$ 48,000	\$ 960	\$ 960	\$ 1,920	0.80
<b>Salaries Subtotal</b>			\$ 12,768	\$ 12,768	\$ 25,536	
Fringe Benefits rate at 27%			\$ 3,994	\$ 3,994	\$ 7,988	
<b>Personnel Subtotal</b>			<b>\$ 16,762</b>	<b>\$ 16,762</b>	<b>\$ 33,524</b>	
West Berkeley Program site rent (@120/ month)			\$ 1,440	\$ 1,440	\$ 2,880	
Outreach Materials			\$ 226	\$ 226	\$ 452	
<b>Operating Subtotal</b>			\$ 1,666	\$ 1,666	\$ 3,332	
Indirect Costs @5			\$ 920	\$ 920	\$ 1,840	
<b>GRANT TOTAL</b>			<b>\$ 19,348</b>	<b>\$ 19,348</b>	<b>\$ 38,696</b>	

**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: Multicultural Institute DEPT #: 425

TITLE/SERVICE: Day Laborers Services

DEPT. CONTACT: Vana Chavez/Decima Molina PHONE: x57996/x57571

**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: 91-1823468.

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.

Rigoberto Calvarivas  
Contractor

Harold Kees  
Agency/Department Head or Designee

10/23/2008  
Date

10/28/08  
Date

**HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
10/17/08

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlback Ave., Suite 200 Walnut Creek, CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	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.												
<b>INSURED</b> Franciscan Friars of California, Inc 1500 34 <sup>th</sup> Avenue Oakland, CA 94601	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">INSURERS AFFORDING COVERAGE</th> <th style="width:50%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER B: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER C: The Hartford</td> <td></td> </tr> <tr> <td>INSURER D: Delos Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's of London		INSURER B: Lloyd's of London		INSURER C: The Hartford		INSURER D: Delos Insurance Company		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Lloyd's of London													
INSURER B: Lloyd's of London													
INSURER C: The Hartford													
INSURER D: Delos Insurance Company													
INSURER E:													

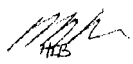
## COVERAGES

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 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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b>	B0180F080270	9/1/08	9/1/09	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Es. Occurrence) \$ Included
		CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>				MED EXP (ANY ONE PERSON) \$ 25,000
		GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ Included
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG) \$ Included
C		<b>AUTOMOBILE LIABILITY</b>	57UENU08580	9/1/08	9/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> Comp Ded \$1,000						
<input checked="" type="checkbox"/> Coll Ded \$1,000						
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b>	B0180F080387	9/1/08	9/1/09	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	DCP00066300	9/1/08	9/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT \$ 1,000,000
						EL DISEASE - EA EMPLOYEE \$ 1,000,000
A		<b>OTHER</b>	B0180F080270	9/1/08	9/1/09	Equipment \$62,241

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Named Insured includes The Multicultural Institute located 1712 Euclit Ave., Berkeley, CA 94709. Re: Per contract on file with the insured.

Alameda County, its Board of Supervisors, Officers, Agents, and Employees are named as additional insured on General Liability per the attached endorsement. Employers Liability Limit \$1,000,000 (Per Accident/Aggregate Policy Limit). \*10 day notice to insured of cancellation of non-payment of premium/non-reporting of payroll.

<b>CERTIFICATE HOLDER</b>  Alameda County Health Care Services Agency 1000 San Leandro Blvd., Ste 300 San Leandro CA 94577	<b>CANCELLATION</b> 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 
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Policy Number: B0180F080270  
 Insurance Co.: LLOYD'S of London  
 Named Insured: Franciscan Friars of  
 Effective Date: 09/01/08

**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:**

Alameda County, its Board of Supervisors, Officers, Agents and Employees

(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 insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

## Exhibit E

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

#### 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, Multicultural Institute
- (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: Multicultural Institute**

By:   
Signature

\_\_\_\_\_  
Fr. Rigoberto Caloca Rivas  
Executive Director  
Title

**Address:** 1712 Euclid Avenue  
Berkeley, CA 94709

**Tax Payer I.D.#** 91-1823468