



September 28, 2009

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 2 Standard Agreements with The Mind Body Awareness (MBA) Project and Niroga Institute to Provide Classes for Youth at the Alameda County Juvenile Justice Center (ACJJC)**

**RECOMMENDATION:**

1. Approve a Standard Agreement with The Mind Body Awareness Project (Principal: Dr. Kyra Bobinet, Interim Executive Director; Oakland, CA, Procurement Contract #4481) in the amount of \$55,000, for the period beginning July 1, 2009 and ending June 30, 2010, in order to provide Mindfulness-Based Rehabilitation Classes at the Alameda County Juvenile Justice Center (ACJJC).
2. Approve a Standard Agreement with Niroga Institute (Principal: Bidyut K. Bose, Executive Director; Berkeley, CA, Procurement Contract #4501) in the amount of \$80,000.00, for the period beginning July 1, 2009 and ending June 30, 2010, in order to provide Yoga, breathing techniques and meditation practices at the Alameda County Juvenile Justice Center (ACJJC).
3. Approve the attached budget recommendations.

**SUMMARY/FINDINGS:**

The Mind Body Awareness Project (MBA), founded in 2000 by author and activist Noah Levine, is a non-profit organization dedicated to the health and well-being of incarcerated and at-risk youth. MBA works with youth both during and after incarceration, preparing them for successful re-entry into their families and communities. By offering an array of innovative mindfulness-based programs derived from a variety of cultures and practices, MBA is seeing positive results as youth learn to reduce stress, manage emotions, non-violently resolve conflict, and increase their self-esteem. In FY 07/08 191 classes were conducted and 495 youth were served. The youth were asked to rate the program overall and the average rating was 8.3 out of 10. They found the class taught them to relax, calm down, and control themselves, and that the benefits lasted beyond the class time. The youth learned meditation techniques, which positively impacted their sleep. They were very interested in having more class time. This contract being presented to you for approval will provide funding for a third year of services.

Niroga Institute is committed to self-transformation and empowerment of at-risk youth so it intends to continue its program of providing Yoga, Breathing Techniques and Meditation services to youth residents of the Alameda County Juvenile Justice Center. The total budget for this year-long program is \$140,000, and the Alameda County Health Care Services Agency, and the Probation Department have agreed to provide funding of \$40,000.00 each, or for a total of \$80,000.00. Niroga Institute commits to provide the remaining \$60,000 through in-kind support. Niroga will teach Yoga, breathing techniques, and meditation classes 5 days a week in two Juvenile Justice Center (JJC) units, as well as 2 classes per week for staff. The classes will be a comprehensive multi-component discipline, systematically developing self-transformative life skills through yoga, breathing techniques and meditation. The classes solely for staff are intended to continue helping Probation, Guidance Clinic, and other JJC staff with stress management techniques. Psychometric scales shall

be used by Niroga Institute to evaluate the changes in stress, self-control, self-esteem and self-awareness of youth participants. In addition, qualitative survey instruments will be utilized to gauge the effectiveness of the program. This contract being presented to you for approval will provide funding for a third year of services.

**SELECTION PROCESS:**


*The Mind Body Awareness Project (MBA) was selected as provider for the Alameda County Juvenile Justice Center because of its demonstrated effectiveness in serving youth and young adults involved with the Juvenile Justice system, and its excellent track record with at-risk and incarcerated youth. Additionally, there is increasing evidence that mindfulness practice with Adolescents increases the impact and effectiveness of mental health services. MBA has a strong working relationship with our behavioral health unit (the Guidance Clinic), and were selected based on demonstrated synergy with expanded mental health program at the Juvenile Justice Center, as well as Camp Sweeny. MBA has also successfully matched county funding dollar for dollar with local philanthropy for this project. MBA currently offers these services/programs in Alameda, Marin, San Mateo, San Francisco and Santa Cruz counties, serving more than 360 at-risk and incarcerated youth monthly.*

*Niroga Institute was selected as the integrative health practitioner for the Alameda County Juvenile Justice Center because of its demonstrated effectiveness in serving youth and young adults involved with the Juvenile Justice system. Niroga's commitment to careful evaluation and data-driven analysis separates it from other integrative health providers. Additionally, its business model makes it one of the few affordable providers of integrative practice. Niroga carefully trains and certifies all of its instructors to work with at-risk youth. It is the only local provider of these services with a demonstrated track record with at-risk youth.*

**FINANCING:**

Approval of the attached financial recommendation will provide funding for these contracts from the Tobacco Master Settlement Funds currently residing in trust account 83417. There will be no impact on county general fund revenue.

Sincerely,



Alex Briscoe, Acting Director  
Health Care Services Agency

cc: County Administrator  
County Counsel  
Auditor-Controller

**FINANCIAL RECOMMENDATION**

**AGENDA DATE:** October 13, 2009

**Subject of Board Letter:** Approval of contracts with MBA and Niroga

**BY:** 2010

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

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

<i>Informational</i>			
ORG	ACCT	PROG	PROJ/GR
350100	470720	00000	\$95,000

**ORG TOTAL** \$95,000

<i>Informational</i>			
			PROJ/GR

**ORG TOTAL** \$0

**GRAND TOTAL ANTICIPATED REVENUE** \$95,000

<i>Informational</i>			
			PROJ/GR
350100	610000	00000	\$95,000

**ORG TOTAL** \$95,000

<i>Informational</i>			
			PROJ/GR

**ORG TOTAL** \$0

**GRAND TOTAL APPROPRIATION** \$95,000

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of **September 15, 2009**, is by and between the County of Alameda, hereinafter referred to as the "County", and Mind Body Awareness (MBA) Project, Inc., hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Mindfulness-Based Rehabilitation Classes at ACJJC 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 Mindfulness-Based Rehabilitation Classes at ACJJC, 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 July 1, 2009 through June 30, 2010.

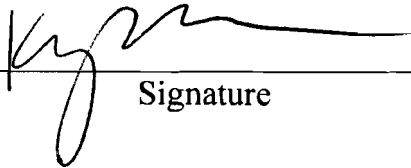
The compensation payable to Contractor hereunder shall not exceed *Fifty Five Thousand U.S. Dollars Only (\$55,000.00)* for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

Mind Body Awareness (MBA) Project, Inc.

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

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

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

Name: Dr. Kyra Bobinet  
(Printed)

Title: President of the Board of Supervisors

Title: Interim Executive Director

Date: 8-25-09

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 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 retains all copyright and other use rights in any and all proposals, plans, reports, and related documents respecting its proprietary curriculum, the design and delivery of its intervention, evaluation design and instruments, and retains copyright while allowing County and its assignees use rights of all reports of its performance of services under this contract, including use rights to reports of services performed by Contractor's Sub-contractors. Contractor hereby grants the County and any assignee of the County as express royalty – free license to retain and use all reports of its performance of services under this contract, including use rights to reports of services performed by Sub-contractors of the Contractor. 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: Mind Body Awareness(MBA) Project, Inc.  
111 Fairmount Avenue, Suite 508  
Oakland, CA 94611  
Attn: Oren Sofer, Director of Operations

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 Mindfulness-Based Rehabilitation Classes at ACJJC shall not exceed \$55,000.00 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. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
34. **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

MBA Project, Inc. shall deliver mindfulness-based rehabilitation classes at the Alameda County Juvenile Justice Center (ACJJC). The expected benefit of this program to youth includes:

decreased stress and impulsivity, and increased emotion regulation and mindfulness resulting in decreased tension and behavior issues.

Contractor shall perform the following activities:

1. Provide mindfulness-based rehabilitation classes.
2. Classes will be held across three - four units of the ACJJC, dependent on program scheduling availability through Probation Services.
3. Classes consist of MBA's proprietary inquiry-based curriculum (see below) with the following core practice components: meditation (vipassana-based), emotional intelligence inquiry, and council (group process).
4. MBA's program design is for a 10-session intervention, twice per week for 90 minutes per class. This structure will be implemented wherever possible, pending schedule approval from probation. Classes will be held a minimum of once per week for 60 minutes per class. In units where classes are held once per week, intervention cycle will last ten weeks; in units where classes are held twice per week, intervention cycle will last five weeks.
5. Classes will be held 48 weeks/year for a minimum of 1 hour/week in each unit, for a minimum total class time of no less than 3 hours per week.
6. The Probation Department will make classes available to 8-12 youth per class with the goal of providing a stable cohort for the duration of the intervention. Where this is not possible, youth who enter or exit the program either late or prematurely will be exempted from the evaluation component.
7. At least one class weekly will be team-taught (more than one instructor).
8. MBA will provide a minimum of one instructor for each class.
9. Classes will be scheduled in coordination with the Alameda County Probation Department.
10. It is MBA's intention to collaborate with both Mental Health and Probation staff to reinforce these mindfulness-based rehabilitation techniques.
11. MBA shall meet with Probation staff on an as-needed basis to support smooth interface of program with Probation Services.
12. Evaluation will be conducted according to the evaluation protocol elaborated by MBA's Research Advisory Council, measuring youths' stress, emotion regulation, impulsivity, and mindfulness, with pre- and post-intervention surveys to determine the impact of mindfulness-based services.

## OUTCOME MEASURES

Over the course of the intervention, MBA expects to see:

- Measureable decrease in perceived stress of participants
- Measureable increase in emotion regulation
- Measureable increase in overall mindfulness
- Measureable decrease in impulsivity

Pre- and post-intervention data collected includes demographic information, measures of self-reported stress, emotion regulation, impulsivity, and overall mindfulness. Youth also have the option to participate in a 10-minute structured interview at the conclusion of the course, and to keep a 'meditation journal' tracking their practice.

## REPORTING

MBA will provide monthly reports to accompany monthly invoices, and an annual report to the Health Care Services Agency by August 15<sup>th</sup> of each fiscal year of funding, including the following information:

- **Program Description**
- **Program Evaluation:**
  - *Utilization and Data*
  - *Service Data - # of classes, # of youth served*
  - *Pre and post intervention data as it applies to stress, emotion regulation, impulsivity and mindfulness of participants*
- **Narrative:**
  - *Analysis of Data*
  - *Service Delivery: Progress in achieving Program Design, challenges and opportunities*
  - *Interagency Collaboration: Challenges and Opportunities*
  - *Priorities for next year*
- **Financials:**
  - *Actual capital and operational expenses*
  - *Identification of all funding sources*
  - *Attach copies of invoices relative to this \$55,000 annual contract*

## CURRICULUM MODULES - CONTENT

### MODULE 1: BASIC GOODNESS/ TRUE NATURE

#### GOALS

1. Students will hear a clear message affirming their basic goodness vs. any sense of "something wrong with me."
2. Students will have a direct experience of their own basic goodness/true nature through the meditation practices and mindfulness exercises presented.

## **MODULE 2: ACTIVE LISTENING**

### **GOAL**

To have participants understand the value and importance of true communication

## **MODULE 3: EMPATHY (SELF & OTHERS)**

### **GOALS**

1. To help youth have an applicable understanding of empathy.
2. To give the youth a direct experience of their own feelings and empathy for themselves and others.

## **MODULE 4: FORGIVENESS**

### **GOAL**

To present forgiveness as a strategy, not a moral issue.

## **MODULE 5: TRANSFORMING NEGATIVE CORE BELIEFS**

### **GOALS**

1. To help youth understand what a core belief is (below the surface)(identify by its effects)
2. To help youth identify their own negative core beliefs.
3. To help youth begin to transform negative core beliefs, or at least not have them run their lives

## **MODULE 6: MINDFULNESS/ MENTAL TRAINING**

### **GOALS**

1. To understand the definition and meaning of “mindfulness”
2. To ensure that the youth have a direct personal experience with “mindfulness”
3. To have the youth understand the value of mindfulness and get a taste of why it’s important

## **MODULE 7: CAUSE AND EFFECT**

### **GOALS**

1. To understand how our actions, thoughts, decisions, and words create consequences
  - a. To understand how environmental causes and conditions affect outcomes
  - b. To understand personal responsibility
  - c. To discern what we can and cannot/should or should not take personal responsibility for.

## **MODULE 8: IMPULSE REGULATION**

### **GOALS**

1. Just because you have a thought, doesn't mean you have to act on it.
2. You can't control the outer world but can control how you act, and how you react to it.

## **MODULE 9: INTERPERSONAL RELATIONSHIPS**

### **GOALS**

1. To understand the difference between and impact of healthy versus unhealthy relationships
2. To see the association between "What I think I deserve" and who is in my life
3. Mutual benefit and mutual respect

## **MODULE 10: EMOTIONAL INTELLIGENCE**

### **GOALS**

1. Students will understand what emotional intelligence is
2. Students will have a direct experience of accessing their own emotional intelligence

Note: Order of curriculum modules may change depending on the needs of a particular class.

**EXHIBIT B  
PAYMENT TERMS**

I. Budget Related (See Attachment)

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$55,000.00**. Funds shall be used solely in support of the MBA, Inc. operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement, without prior written approval from HCSA of the Alameda County.
2. MBA shall invoice the County **monthly** based on actual expenses incurred, accompanied by appropriate documentation verifying actual expenses and reports, as delineated in Exhibit A of this Agreement. The last and final invoice shall reflect actual expenses, but not exceeding the remaining balance of the contract. After review, HCSA Finance Manager shall sign off on invoice for payment.
3. County shall process invoice submitted for reimbursement by contractor within ten (10) working days from receipt of invoice, submission of acceptable monthly status reports, as defined in Exhibit A of this Agreement and any other back up document, as requested.
4. Contractor shall claim no more than 10% of charges for administrative overhead costs.

B. Invoicing Procedures:

Contractor shall invoice the County monthly. Invoice, with original signature, must be accompanied by required monthly report, and documentation supporting actual expenditures.

Invoice shall be sent to:

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

**Mind Body Awareness Project  
Project Budget 2010**

		TOTAL PROJECTED BUDGET 2010	PROJECTED PROGRAM BUDGET	PROJECT 2010 ALAMEDA BUDGET	HCSA 09-10 Projected Budget
EXPENSES					
<b>Personnel expenses</b>			0.56	58.26%	
<b>7200</b>	<b>Salaries &amp; related expenses</b>				
7210	Salaries and Wages				
	Executive Director (1.00 FTE)	68,000	44,200	25,751	8785
	Operations Coordinator (.5 FTE)	38,500	19,250	11,215	3826
	Fund Development (.5 FTE)	25,000			
	Training Director (.5 FTE)	22,500	22,500	13,109	4472
7210	<i>SubTotal: Salaries &amp; Wages</i>	<b>154,000</b>	<b>85,950</b>	<b>50,074</b>	<b>17083</b>
7220	Health Insurance	0	0	0	
7230	Pension plan contributions	0			
7240	Payroll taxes	16,324	9,141	5,326	1817
7250	Payroll Service Fees	600	336	196	67
7260	Severance Pay	0			
7270	Vacation Accrual Expense	0			
7280	Worker's Compensation	1,000	560	326	111
	<i>Subtotal: Payroll Taxes &amp; Benefits</i>	<b>17,924</b>	<b>10,037</b>	<b>5,848</b>	<b>1995</b>
	<b>SubTotal: Personnel Expenses</b>	<b>171,924</b>	<b>95,987</b>	<b>55,922</b>	<b>19,078</b>
<b>7500</b>	<b>Consulting / Prof. Fees</b>				
7510	Accounting/Finance Consulting	3,000	1,680	979	334
7520	Admin	0			
7530	Development/Fundraising	30,000			
7540	I.T.	1,000	560	326	111
7550	Legal fees	500			
7560	Pgm. Evaluation/Research	1,000	1,000	583	199
7570	Pgm. Instructors	128,954	128,954	75,129	25629
7580	Other Professional Svcs	7,500	7,500	4,370	1491
7590	Donated Prof. Svcs	0			
	<b>SubTotal: Personnel Expenses</b>	<b>171,954</b>	<b>139,694</b>	<b>81,386</b>	<b>27,764</b>
	<b>Total Personnel &amp; Consultant Exp'</b>	<b>343,878</b>	<b>235,681</b>	<b>137,308</b>	<b>46,842</b>
<b>Nonpersonnel expenses</b>					
8000	Advertising	204	114	67	23
8100	Equipment (PARENT ACCT.)				
8102	Equipment: Maintenance & Repairs	250	140	82	28
8105	Equipment: Purchases	1,750	980	571	195
8107	Equipment: Rental				
8220	Meals & Entertainment	4,000	2,240	1,305	445
8230	Office Supplies	5,000	2,800	1,631	556
8240	Postage & Delivery	1,000	200	117	40
8250	Printing & Reproduction	3,500	1,960	1,142	390
8260	Rent	4,200	2,352	1,370	467
8265	Rent: In-kind				
8320	Staff Expenses (PARENT ACCT.)				

8322	Staff Appreciation				
8324	Staff Development & Training	8,700	8,700	5,069	1729
8326	Staff Recruitment	500	280	163	56
8410	Telephone, Fax & Internet Svcs.	1,200	672	392	134
8420	Travel				
8423	Travel- Local	1,000	560	326	111
8425	Travel- Conf.s & Distance	700	392	228	78
8430	Website Svc. & Maintenance	1,500	840	489	167
8610	Audit & Tax Return	4,000	2,240	1,305	445
8620	Bad debt expense				
8630	Bank Service Fees	100	56	33	11
8650	Depreciation Amortization				
8720	Dues, Donations, Memberships	200	112	65	22
8820	Insurance (PARENT ACCT.)				
8820-01	Insurance: Commercial Liability	2,500	1,400	816	278
8820-02	Insurance: D&O Liability	1,500	840	489	167
8840	Interest Expense				
8850	Misc. Expenses	2,000	1,120	653	223
8870	Taxes, Licenses & Permits	100	56	33	11
9120	Fundraising Events Exp	2,500	0	0	
<b>9200</b>	<b>Program Expenses (PARENT ACCT.)</b>				
9220	Conferences & Meeting Exp	4,000	4,000	2,330	795
9260	Facilities / Space Rental	6,000	6,000	3,496	1192
9280	Pgm. Supplies & Educ. Materials	3,000	3,000	1,748	596
9290	Honorariums & Awards				
	<b>SubTotal Nonpersonnel Expenses</b>	<b>59,404</b>	<b>41,054</b>	<b>23,918</b>	<b>8,159</b>
	<b>TOTAL EXPENSES</b>	<b>403,282</b>	<b>276,736</b>	<b>161,226</b>	<b>55,001</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. 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: Mind Body Awareness (MBA) Project, Inc. DEPT #: 465

TITLE/SERVICE: Mindfulness-Based Rehabilitation Classes at ACJJC

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 ( ) )

3. If the answer to BOTH questions is YES, provide the employer ID number here: 91-2167480.

No other questions need to be answered. Withholding is not required.

4. 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.

5. 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? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week? ( ) ( )

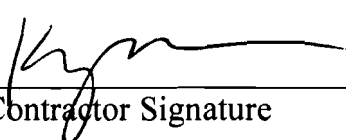
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 4. 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.

  
 \_\_\_\_\_  
 Contractor Signature

  
 \_\_\_\_\_  
 Agency/Department Head/Designee  
 Signature

Dr. Kyra Bobinet  
 \_\_\_\_\_  
 Printed Name

Alex Briscoe  
 \_\_\_\_\_  
 Printed Name

8-25-09  
 \_\_\_\_\_  
 Date

8/28/09  
 \_\_\_\_\_  
 Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/10/2009

PRODUCER (415)978-3800 FAX: (415)978-3825  
Calender-Robinson Company, Inc.  
FB0267063  
300 Montgomery St., Suite 888  
San Francisco CA 94104

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.

INSURED  
The MBA Project, Inc., DBA: Mind Body  
111 Fairmont Avenue  
Oakland CA 94611

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
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 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.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2009-20589-NPO	5/11/2009	5/11/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		<b>OTHER Professional Liability</b>	2009-20589-NPO	5/11/2009	5/11/2010	Each claim \$ 1,000,000 Policy aggregate \$ 1,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate holder is included as additional insured as per the attached endorsement - NOTE: 10 days notice of cancellation for non-payment of premium

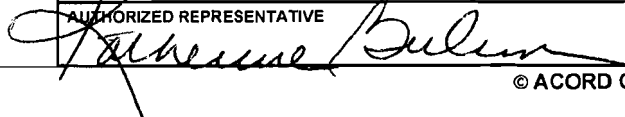
## CERTIFICATE HOLDER

Alameda County Healthcare Services Agency  
 1000 San Leandro Blvd. #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



Named Insured: the MBA Project, Inc..

Policy: 2009-20589-NPO

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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:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

OREN J SOFER  
1036 LENEVE PL  
EL CERRITO, CA 94530-2750  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: 4137963247  
Effective Date: 08-11-09  
Expiration Date: 02-11-10  
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2002  
Make: VOLKS  
Model: GOLFGGLSTDI  
VIN: 9BWGP61J024045753

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$15,000/\$30,000	
PROPERTY DAMAGE LIABILITY	\$25,000	
UNINSURED & UNDERINSURED MOTORISTS	\$15,000/\$30,000	
COMPREHENSIVE		\$250 DED
COLLISION		\$500 DED/WAIVER
EMERGENCY ROAD SERVICE		NON-DED
RENTAL REIMBURSEMENT	\$25/DAY-\$750 MAX	

\_\_\_ Lienholder                      \_\_\_ Additional Insured                      \_\_\_ Interested Party

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information:

Issued 07/31/2009  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-05-2009

GROUP:  
POLICY NUMBER: 1871984-2009  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 02-13-2010  
02-13-2009/02-13-2010

ALAMEDA COUNTY HEALTHCARE SERVICES AGENCY NA  
1000 SAN LEANDRO BLVD STE 300  
SAN LEANDRO CA 94577-1675

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

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.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MIND BODY AWARENESS PROJECT  
111 FAIRMOUNT AVE  
OAKLAND CA 94611

NA

[MJM,CS]

PRINTED : 08-05-2009

**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: Mind Body Awareness (MBA) Project, Inc.

PRINCIPAL: Dr. Kyra Bobinet TITLE: Interim Executive Director

SIGNATURE:  DATE: 8-25-09

## 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, Mind Body Awareness(MBA) Project, Inc.
- (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

## Exhibit E

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

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.



**Exhibit E**


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

- (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 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: Mind Body Awareness (MBA) Project, Inc.**

By:   
\_\_\_\_\_  
Signature  
Dr. Kyra Bobinet  
\_\_\_\_\_  
Printed Name  
Interim Executive Director  
Title

**Address: 111 Fairmount Avenue, Suite 508**  
**Oakland, CA 94611**

**Tax Payer I.D.# 91-2167480**

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of September 15, 2009, is by and between the County of Alameda, hereinafter referred to as the "County", and Niroga Institute, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Yoga, Breathing Techniques & Meditation services at ACJJC 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 Yoga, Breathing Techniques & Meditation services at ACJJC, 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 July 1, 2009 through June 30, 2010.

The compensation payable to Contractor hereunder shall not exceed Eighty Thousand U.S. Dollars Only (\$80,000.00) 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

Niroga Institute

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

By: Bidyut K. Bose  
Signature

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

Name: Bidyut K. Bose  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 8/25/09

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: Niroga Institute  
111 Fairmount Avenue  
Oakland, CA 94611  
Attn: Bidyut K. Bose

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 Yoga, Breathing Techniques & Meditation services at ACJJC shall not exceed \$80,000.00 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. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
34. **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**

**Scope of Work at the Alameda County Juvenile Justice Center(ACJJC):**

Niroga's mission is to foster health and well-being through the practice of yoga, breathing techniques, and meditation for at-risk and underserved individuals and families, by outreach and education. The total budget for the year-long program is \$140,000.00 with commitments of \$40,000.00 each from the Alameda County Probation Department and the Health Care Services Agency, for a total of \$80,000.00 under this Agreement. Niroga Institute commits to providing the remaining \$60,000.00 through in-kind support.

Niroga will provide classes 5 days/week in two ACJJC units and up to 2 classes/week for the staff. Exact class times will be decided in collaboration with JJC.

The classes will be a comprehensive multi-component discipline, systematically developing self-transformative life skills through mindful yoga, breathing techniques, and meditation.

Provided that there is a stable program with a consistent and measureable cohort, psychometric scales will be used to evaluate changes in stress and self-control in one of the ACJJC units, with statistical data analysis performed by a Research Analyst. Additionally, qualitative survey instruments will be used to gauge program effectiveness.

The program aims to result in statistically significant decline in stress and increase in self-control. The classes just for staff are intended to continue helping Probation, Guidance Clinic, and other JJC staff with stress management techniques.



**EXHIBIT B  
PAYMENT TERMS**

**I. Budget Related:**

Budget Summary and Detail (See attached Budget)

**II. Terms and Conditions of Payment:**

1. County shall pay the Contractor **\$6,666.67 monthly** upon submission by the Contractor of an invoice, accompanied by a statement of the activities performed, pursuant to Exhibit A of this Agreement. Invoice shall be certified and approved for payment by the Health Care Services Agency Finance Manager.
2. The total payment under the terms of this Agreement shall not exceed **\$80,000.00** for the duration of the contract.
3. The term of this Agreement is from **July 1, 2009** through **June 30, 2009**.
4. Contractor shall invoice the County monthly. Invoice, with original signature, together with the required statement of completed activities, shall be sent to:

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

**ACJJC & Camp Sweeney Budget**

**August 20, 2009**

<b>Program</b>		<b>Fractional FTE Requested</b>	<b>Base Salary</b>	<b>In-Kind Support*</b>	<b>Amount Requested from Partners</b>
	<b>Personnel</b>				
<b>ACJJC Unit 6</b>	Yoga Teachers (10 hours/week x 52 weeks)	contract basis	\$50/hr		\$26,000
<b>ACJJC Unit 3</b>	Yoga Teachers (10 hours/week x 52 weeks)	contract basis	\$50/hr		\$26,000
<b>Staff Classes</b>	Yoga Teachers (2 hours/week x 52 weeks)	contract basis	\$50/hr		\$5,200
<b>ACJJC</b>	Project Manager (coordinating Yoga Teachers, ensuring program quality, Probation liaison)	0.5	\$50,000		\$25,000
<b>ACJJC</b>	Research Analyst (psychometric program evaluation)	0.35	\$50,000		\$17,500
	Benefits @ 30%			\$12,750	
	<b>Total - Personnel</b>			<b>\$12,750</b>	<b>\$99,700</b>
	<b>Operating Expenses</b>				
	Program Evaluation			\$5,000	
	Insurance for teachers			\$1,000	\$1,000
	Yoga supplies			\$1,000	\$1,000
	Office supplies			\$1,000	
	Marketing			\$1,000	
	Miscellaneous			\$1,000	\$600
	<b>Total - Operating Expenses</b>			<b>\$10,000</b>	<b>\$2,600</b>
	<b>Indirect Expenses</b>				
	Administrative Expenses			\$7,500	\$7,450
	<b>Total Program Costs</b>			<b>\$30,250</b>	<b>\$109,750</b>
	<b>Total Budget</b>				<b>\$140,000</b>
<i>* In-kind support shows Niroga's commitment to the success of the project.</i>					

**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. 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: Niroga Institute DEPT #: 465

TITLE/SERVICE: Yoga, Breathing Techniques & Meditation services at ACJJC

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) ( )

3. If the answer to BOTH questions is YES, provide the employer ID number here: 20-2620278.

No other questions need to be answered. Withholding is not required.

4. 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.

5. 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? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 4. 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.



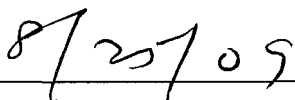
Contractor Signature



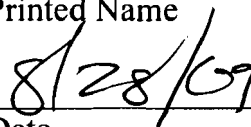
Agency/Department Head/Designee Signature

Bidyut K. Bose  
Printed Name

Alex Briscoe  
Printed Name



Date



Date


<b>ACORD</b> TM. <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 08/25/2009
PRODUCER Phone: (800) 396-8075 Fax: (866) 422-8679 FITNESS AND WELLNESS 380 STEVENS AVENUE, SUITE 208 SOLANA BEACH CA 92076		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.
INSURED <b>Niroga Institute</b> 111 Fairmount Ave Oakland CA 94611		INSURERS AFFORDING COVERAGE INSURER A: <b>Philadelphia Indemnity Insurance Company</b> NAIC # <b>18088</b> INSURER B: INSURER C: INSURER D: 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 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.

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK427358	06/22/2009	06/22/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG. \$ 4,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Alameda County, its Board of Supervisors, County Officers, Employees, Agents and Representatives are named as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.

<b>CERTIFICATE HOLDER</b> Alameda County its Board of Supervisors, County Officers, Employees, Agents and Representatives 1000 San Leandro Blvd, #300 San Leandro, CA, 94677 Attention:	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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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**CALIFORNIA AUTOMOBILE LIABILITY INSURANCE  
IDENTIFICATION CARD  
MERCURY INSURANCE COMPANY**

**POLICY NUMBER:**  
0401 04 008415818      **EFFECTIVE / EXPIRATION DATES:**  
05/08/2009 11/08/2009  
This insurance complies with CVC §16056, §16500.5

**NAMED INSURED:**  
ELAINE R PARLEN

**YEAR**      **MAKE**      **VEHICLE IDENTIFICATION NUMBER**  
1990      LEXUS      JT8VV22T4L0130974

**AGENT** AUTO INS. SPECIALISTS, INC      042870  
**AGENT'S PHONE NUMBER (800) 493-7879**

**24 HOUR CLAIMS: TO REPORT A CLAIM CALL YOUR AGENT / BROKER**  
Or call toll free 1-800-603-3724

*R fold in half here*

**THE COVERAGE PROVIDED BY THIS POLICY MEETS THE  
MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW**

**IF YOU HAVE AN ACCIDENT**

- Notify the police immediately.
- Write down names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved and of witnesses.
- Please note any damage to other vehicles.
- Do not admit fault. Do not discuss the accident with anyone except your agent, Mercury or the police.
- Immediately report all claims to your agent.

rev. 11/03



FARMERS! 80 YEARS SERVING AMERICA

COMPANY NAME:

FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA  
AN INTER-INSURANCE EXCHANGE, HEREIN CALLED THE COMPANY

PART I

CERTIFICATE OF INSURANCE

INSURED'S NAME & ADDRESS: <b>ANNIKA HANSON</b> 134 SCENIC AVE SAN ANSELMO CA 94960		POLICY NO: 96 16829-23-87
ISSUING OFFICE: 23175 NW Bennett St. Hillsboro, OR 97124		POLICY EDITION: 03
AGENT: Daniel F Logan		EFFECTIVE DATE: 01-09-2009
AGENT NO: 96 63 336		EXPIRATION DATE: CONTINUOUS UNTIL CANCELLED
AGENT PHONE: (408) 741-1800		EXPIRATION TIME: 12:01 A.M. Standard Time

DESCRIPTION OF VEHICLE

Year	Make	Model	Vehicle Identification Number
1997	TOYOTA	COROLLA SEDAN/DL SEDAN	1NXBA02E7VZ587257

COVERAGES

\* ENTRIES IN THOUSANDS OF DOLLARS.

(SEE REVERSE SIDE FOR COVERAGE DESIGNATIONS)

Bodily Injury	P.D.	Uninsured Motorist		Medical/No Fault	Comprehensive Deductible	Collision Deductible	Towing	Non-Auto	
		Bodily Injury	P.D.					Liab.	Medical
100*	300*	100*	300*	COV	XXX	XXX	2,000	NC	NC
Each Person	Each Occurrence	Each Person	Each Occurrence		XXX	XXX		NC	NC
								NOT COV	
								NOT COV	

This certificate is subject to all of the terms, conditions and limitations set forth in the policy(ies) and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

PART II

ADDITIONAL INSURED ENDORSEMENT

E1136  
2nd Edition

We provide the coverages indicated by "COV," or the limit of the Company's liability, on the above Certificate of Insurance. We provide this coverage in respect to the vehicle described above, to the person or organization named below as an additional insured.

This coverage applies only:

- (1) while the named insured is the owner, or has care, custody, or control of the above described vehicle, and
- (2) when liability arises out of the acts and omissions of the named insured.

This coverage does *not* apply:

- (1) where liability arises out of negligence of the additional insured, its agents, or employees, unless the agent or employee is the named insured, or
- (2) to any defect of material, design or workmanship in any equipment of which the additional insured is the owner, lessor, manufacturer, mortgagee, or beneficiary.

If any court shall interpret this endorsement to provide coverage other than what is stated in the Certificate of Insurance, then our limits of liability shall be the limits of bodily injury liability and property damage liability specified by any motor vehicle financial responsibility law of the state, province, or territory where the named insured resides, as applicable to the vehicle described above.

If there is no such law, our limit of liability shall be \$5,000 on account of bodily injury sustained by one person in any one occurrence and subject to this provision respecting each person, \$10,000 on account of bodily injury sustained by two or more persons in any one occurrence. Our total liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed \$5,000.

The insurance afforded by the policy described above is subject to all terms of the policy and any endorsements attached to it. This endorsement does not increase the limits of the policy.

Upon cancellation or termination of this policy or policies from any cause we will mail 15 days notice in writing to the other interest shown below.

NIROGA INSTITUTE  
111 FAIRMOUNT AVE  
OAKLAND CA 94611-5918

*Paul M. Hopkins*  
AUTHORIZED SIGNATURE

GEICO GENERAL INSURANCE COMPANY  
Certificate of Insurance

P.O. Box 509090  
San Diego, CA 92150-9090

Named Insured and Address:  
ANTONIA KAREN FOKKEN  
611 86TH ST  
OAKLAND CA 94609-1003

Date of Certificate: 08-14-09  
Policy Number: 4156-58-73-72  
Policy Period: 09-17-09 to 03-17-10  
(12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:  
NIROGA INSTITUTE  
111 Fairmount Ave  
OAKLAND CA 94611



**(This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.)**

During the term of coverages provided, the Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

*This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage; and limits specified herein for each person and for each occurrence for Bodily Injury under the Uninsured Motorists Coverage.*

Description of Vehicle: 06 TOYOTA JTDKB20U967518416

Description of Vehicle:

COVERAGE	LIMITS OF COVERAGE	LIMITS OF COVERAGE
Bodily Injury Liability	\$ 100 M and \$ 300 M (Each Person) (Each Occurrence)	\$ M and \$ M (Each Person) (Each Occurrence)
Property Damage Liability	\$50M (Each Occurrence)	\$ (Each Occurrence)
Uninsured Motorists (Bodily Injury)	\$ M and \$ M (Each Person) (Each Occurrence)	\$ M and \$ M (Each Person) (Each Occurrence)

INTERESTED PARTY

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.

000000/05000 100000/100000 000000/000000 000000 51601:44191



### GEICO Indemnity Company Certificate of Insurance

P.O. Box 509090  
San Diego, CA 92150-9090

Named Insured and Address:  
DENIS W GONZALES AND LUCIA C  
GONZALES  
2404 TELEGRAPH AVE APT 6  
OAKLAND CA 94612-2481

Date of Certificate: 07-26-09  
Policy Number: 4108-34-14-31  
Policy Period: 09-08-09 to 03-08-10  
(12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:  
Niroga Institute  
111 Fairmount Ave  
OAKLAND CA 94611



**(This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.)**

During the term of coverages provided, the Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

*This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage; and limits specified herein for each person and for each occurrence for Bodily Injury under the Uninsured Motorists Coverage.*

Description of Vehicle: 08 HONDA 1HGFA16858L036384

Description of Vehicle:

COVERAGE	LIMITS OF COVERAGE	LIMITS OF COVERAGE
Bodily Injury Liability	\$ 15 M and \$ 30 M (Each Person) (Each Occurrence)	\$ M and \$ M (Each Person) (Each Occurrence)
Property Damage Liability	\$ 5M (Each Occurrence)	\$ (Each Occurrence)
Uninsured Motorists (Bodily Injury)	\$ M and \$ M (Each Person) (Each Occurrence)	\$ M and \$ M (Each Person) (Each Occurrence)

#### INTERESTED PARTY

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.

000001410834143104062000318\*

# Your ID Cards

# PROGRESSIVE

LOYAL CUSTOMER SINCE 2007

## INSURANCE IDENTIFICATION CARD - California

Policy Number: 10207587-3      Effective Date: 03/01/2009 to 09/01/2009  
 Insured: Progressive Choice Insurance Co      NAIC #: 04288  
 P.O. Box 31260 Tampa, FL 33631  
 Customer Service: 800-776-4733      Named Insured:  
 ALEXA E RACH MICELITONE  
 ANDREW MICELITONE  
 Vehicle: Year Make Model VIN  
 2000 Ford Equator Se/Se Comfort 1FAFP34P09A158643

PL100 08/07

### CLAIMS SERVICE JUST FOR YOU

Rest easy. We're here 24/7 when you need us. To report a claim, go to [claims.progressive.com](http://claims.progressive.com) or call 800-274-4439.

When it comes to where your car is repaired, it's your choice - always. You can use a shop of your own, or use a shop in our network. And, you may be able to choose Progressive's concierge level of service, too. When you use our concierge service or use a shop in our network, repairs are guaranteed by the shop and Progressive.

Your policy meets the requirements of Section 16056.  
See claims reporting information on reverse side.  
Form #950 CA (12/07)

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION

POLICYHOLDER COPY

NB



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-12-2009

GROUP: 000823  
POLICY NUMBER: 0001135-2008  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 03-12-2010  
03-12-2009/03-12-2010

ALAMEDA COUNTY HEALTHCARE SERVICES AGENCY  
1000 SAN LEANDRO BLVD STE 300  
SAN LEANDRO CA 94577-1675

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

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.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-12-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

NIROGA INSTITUTE  
111 FAIRMOUNT AVE  
OAKLAND CA 94611

NB

**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: Niroga Institute

PRINCIPAL: Bidyut K. Bose TITLE: Executive Director

SIGNATURE:  DATE: 8/25/08

## 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, Niroga 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**

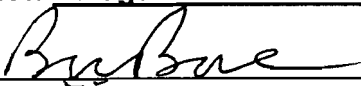
**Business Associate Provisions relating to HIPAA**  
**Effective 4/24/2003**

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: Niroga Institute**

By:   
Signature  
Bidyut K. Bose  
Printed Name  
Executive Director  
Title

**Address:** 111 Fairmount Avenue  
Oakland, CA 94611

**Tax Payer I.D.# 20-2620278**