

STANFORD UNIVERSITY
and
SAN MATEO MEDICAL CENTER PEDIATRIC CLINIC
TECHNICAL SERVICES AGREEMENT
Not-To-Exceed
for
KINDER READY CLINIC PROJECT

THIS AGREEMENT is made and entered into effective [April 15, 2020](#), by and between The Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California hereinafter referred to as “Stanford” and the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as “Contractor,” whose principal place of business is [222 W. 39th Ave, San Mateo, CA 94403](#).

This Agreement is made in light and consideration of the following circumstances: Contractor is willing to provide [professional services](#) to Stanford and Stanford wishes to secure such services from the County.

NOW THEREFORE, Contractor does hereby agree to perform Services and Stanford does hereby agree to pay Contractor therefore. The rights and duties of the parties shall be subject to and shall be governed by the provisions and terms and conditions of this Agreement.

ARTICLE 1
CONTRACTOR SERVICES

1.1 Scope of Services

Contractor shall be available to perform and shall provide Services, advice, and assistance to Stanford in the above said field of expertise in connection with Stanford’s Kinder Ready Clinic project, which is a collaboration that is described in Contractor’s proposal, which is attached hereto and made a part of this Agreement.

1.2 Additional Services

Stanford shall be obligated to pay Contractor only for Services described herein. All additional services must be requested and approved in writing by Stanford’s Representative named in Article 12 below. Stanford’s Representative may, without invalidating this Agreement, make changes to the Services to be provided hereunder. If such changes cause an increase or decrease in the cost or time required for performance of the Services, an equitable adjustment shall be made in compensation, period of performance, or both, and this Agreement shall be amended accordingly, in writing.

1.3 Location

Services shall be performed by Contractor at its offices, at Stanford, or at other sites designated by Stanford as circumstances may require.

1.4 Personnel

All Services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar Services. Contractor shall be responsible for the professional quality, timeliness, coordination and completeness of the Services. Contractor personnel assigned to perform the Services shall be as proposed by Contractor and approved by Stanford. No such personnel of Contractor shall be reassigned without the approval of Stanford. Contractor shall use

only personnel required for the performance of the Services who are qualified by education, training and experience to perform the tasks assigned to them. Contractor agrees to replace any of its employees whose work is reasonably considered by Stanford's Representative to be unsatisfactory or contrary to the requirements of the Services to be performed hereunder. Stanford's Representative shall not supervise nor control the details of Contractor's Services, but rather shall be interested only in the results of Contractor's Services.

1.5 Subcontractors

Stanford hereby approves of the use of subcontractors, if any, named in Contractor's proposal referenced herein.

1.6 Supervision

Contractor shall be responsible for the results of the work and/or the Services performed to Stanford's Representative named in this Agreement.

1.7 Standard of Performance

Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner in strict accordance with standards of nationally recognized professionals engaged in performing services similar to those contemplated by this Agreement. Contractor shall be responsible to Stanford for all damages due to Contractor's failure to perform any Services under this Agreement in accordance with these standards. Neither review nor approval of Contractor's work shall relieve Contractor of its duty to adhere to these standards of professional care in the performance of its duties. Subject to the standard of care described above, Contractor shall not be deemed to have given a warranty or guarantee as to Contractor's performance with respect to its rendered services.

ARTICLE 2
OBLIGATIONS OF STANFORD

To the extent deemed necessary by Stanford during the period of the Agreement and while Contractor is performing the Services hereunder, Stanford shall cooperate with the Contractor, and permit access to pertinent information and locations, and provide necessary scheduling, technical information, and electronic data files, as required to efficiently perform the Services under this Agreement.

ARTICLE 3
PERIOD OF PERFORMANCE

3.1 Term

This Agreement shall be in force and effect from [April 15, 2020](#) through [April 15, 2021](#), the exact dates to be determined by mutual agreement.

3.2 Schedule

Contractor shall perform the Services contemplated under this Agreement in accordance with the Schedule included in the Agreement Documents, if any, or in accordance with a schedule that shall be agreed to by the parties, in writing.

3.3 Termination

Either Contractor or Stanford may terminate this Agreement at any time by giving the other party ten (10) business days written notice of its intent to take such action. In such an event, Stanford shall be liable only for payment in accordance with the payment provisions of this Agreement for all Services performed prior to the effective date of the termination. Within ten (10) business days

after such termination, Contractor shall deliver to Stanford all work product completed or in progress up to the date of the termination. In the event that Contractor terminates under this provision, Stanford may, at its sole discretion, require that Contractor complete the Services in progress and such completed Services will be subject to approval by Stanford before payment therefore is made, said approval not to be unreasonably withheld.

ARTICLE 4 **COMPENSATION**

Total Commitment Amount

The total commitment amount under this Agreement is the sum of the amounts set forth in paragraphs 4.2 and 4.3 above or a total not-to-exceed commitment amount of ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000.00).

ARTICLE 5 **PAYMENT**

- 5.1 Contractor shall submit invoices for Services, reimbursable expenses and additional services not more often than once per month. Supporting data to be attached to the invoice will include: Payroll data identifying each individual, the position, grade or title, number of hours worked, applicable hourly rate and dates worked; invoices or receipts for material, equipment, rental or other services or charges as appropriate to this Agreement. Each invoice shall contain a summary of the total amount of previous invoices, this invoice amount, and the unbilled balance of this Agreement and its approved Amendments. If the Contractor believes that any amount included in a current invoice is outside the scope of this Agreement, Contractor shall identify the amount and the nature of the work. In addition, the Contractor shall, on a monthly basis, review its progress on the project. If the Contractor, having performed said review, has reason to anticipate a need for additional funding, it shall indicate, on an invoice attachment, the reasons for the anticipated funding increase, its best estimate of the total additional costs and the time impact, if any, on the project completion schedule. Any failure by the Contractor to comply with this Article shall be cause for Stanford to refuse compensation under paragraph 4.1 of this Agreement.
- 5.2 Upon submission by Contractor of a valid and fully-supported invoice, for Contractor's Services, and approved by Stanford's Representative, Stanford will, within 30 calendar days, pay Contractor for Services therefore performed or rendered.

Nonresidents of California note: Stanford will deduct or withhold from any amounts owed Contractor all applicable state or governmental taxes, fees or similar assessments as required by law, including nonresident withholding taxes.

- 5.3 Invoices for Contractor's Services are to be made out to Stanford University and submitted for approval, preferably via email to [Irene Aranya \(iaranya@stanford.edu \)](mailto:iaranya@stanford.edu).

Please reference Agreement No. **62188178** on each invoice.

Invoices sent via hardcopy shall be addressed as follows:

[Irene Aranya](#)
Stanford University
[Pediatrics](#)
[MSOB-1265 Welch Road](#)
[Stanford, CA 94304](#)
[Contract No.: 62343521](#)
[Project No.:](#)

- 5.4 Omitted

ARTICLE 6

CODES AND REGULATIONS

- 6.1 All Services performed under this Agreement shall conform to all applicable Local, County, State and Federal codes and regulations. Unless otherwise provided, the codes and regulations referred to above shall be the latest edition or revision in effect as of the effective date of this Agreement. Nothing in this Agreement shall be construed as requiring or permitting Services that are contrary to the above-referenced codes and regulations.
- 6.2 Omitted.

ARTICLE 7

DATA

- 7.1 Ownership of Data
Ownership of technical data produced by or for Contractor or any of its employees in the course of performing the Services hereunder and of all proprietary rights therein shall vest in and shall be delivered, upon request, to Stanford. For the purposes hereof, the term "technical data" means technical writing, pictorial reproductions, drawings or other graphical representations, tape recordings, reports, calculations, tables and documents of technical nature, whether copyrightable or copyrighted, which are made in the course of performing the Services as specified. Contractor may, however, use data prepared or produced under this Agreement, where such data is otherwise made publicly available or with the specific approval of Stanford.
- 7.2 Data Security
Contractor agrees to handle data and other information ("Data") with a standard of care at least as rigorous as that specified in the University's Minimum Security Standards, located at <https://minsec.stanford.edu>, which are hereby incorporated by reference into the Agreement. Prior to performing Services which require access to, transmission of, and/or storage of the University's Moderate or High Risk Data, Contractor will provide a third party certification verifying its ability to comply with the Guidelines. Contractor will not copy, cause to be copied, use or disclose Data received from or on behalf of the University except as permitted or required by the Agreement, as required by law, or as otherwise authorized by the University in writing. Contractor will give immediate notice to the University of any actual or suspected unauthorized disclosure of, access to

or other breach of the Data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Data, Contractor will comply with all state and Federal laws and regulations related to such breach, and will cooperate with the University in fulfilling its legal obligations. Contractor will indemnify the University for its violation of this paragraph, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach. Upon termination or expiration of the Agreement, Contractor will return or, at the University's election, destroy, the Data within 30 days from the conclusion of the Agreement. This paragraph and its indemnity will survive the termination of the Agreement.

7.3 Omitted

7.4 Protected Health Information

Not applicable as Contractor is a Covered Entity for the HIPAA compliance purposes. During the course of performing Services under this Contract, Contractor may have access to certain information that may constitute Protected Health Information (PHI). Attached to, and hereby incorporated into, this Agreement is a Business Associate Addendum (BAA) that sets forth the terms and conditions governing the handling of PHI. If the Contractor accesses PHI, Contractor agrees to comply with the requirements of the BAA, and acknowledges that failure to comply with the requirements of the BAA may result in the liquidated damages stipulated in the BAA and termination of this Agreement.

7.5 Non-Disclosure

Contractor acknowledges that Stanford continually develops Confidential Information for Stanford and that a Contractor may learn of Confidential Information, including Confidential Information of third parties, during the term of this Agreement. Contractor will comply with the policies and procedures of Stanford for protecting Confidential Information set forth above and, in any event, shall not disclose to any person or entity (except as required by applicable law or for the proper performance of Contractor's duties and responsibilities to Stanford), or use for Contractor's or any third party's benefit or gain, any Confidential Information obtained by Contractor incident to Contractor's consultancy or other association with Stanford. Contractor understands that this restriction shall continue to apply after this Agreement terminates, regardless of the reason for such termination.

7.6 GDPR (General Data Protection Regulation)

During the course of performing Services under this Agreement, Contractor may have access to certain information that may constitute Personally Identifiable Information (PII) under the General Data Protection Regulation (GDPR). Attached to and hereby fully incorporated into this Agreement is a Data Processing Addendum that sets forth the terms and conditions governing the handling of Personally Identifiable Information. If Contractor has access to PII for a particular project, Contractor: (a) will return a copy of the Data Processing Addendum to Stanford, complete with information detailing the specific usage of the applicable data, such information requirements are highlighted in yellow in the Data Processing Addendum; (b) agrees to comply with the requirements and stipulations of said Data Processing Addendum; and (c) acknowledges that failure to comply with such requirements will subject Contractor to the damages stipulated in the GDPR as well as termination of this Agreement.

ARTICLE 8
USE OF STANFORD TRADEMARKS

Contractor agrees not to use Stanford's name or other trademarks (together referred to herein as the "Marks"), or the name or trademarks of any related organization, or to quote the opinion of any of Stanford's employees or agents ("Quotes"), either in writing or orally, without the prior written consent of Stanford's Assistant Vice President of Business Development. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, case studies, reports, websites, application or software interfaces, and other electronic media.

ARTICLE 9
INDEPENDENT CONTRACTOR

Contractor shall be an independent contractor, and neither Contractor nor any employee of Contractor shall be, or be deemed to be, an employee of Stanford.

ARTICLE 10
INSURANCE REQUIREMENTS

Contractor shall not commence Services under this Agreement until it has obtained all of the insurance required under this Agreement as described below, and such insurance has been approved by Stanford. The Contractor shall not allow any subcontractor to commence Services under a subcontract until the subcontractor has obtained all required insurance policies, or Contractor has insured the subcontractor under its own insurance policies.

Insurance required under this Agreement shall be:

- 10.1 Professional Errors and Omissions Liability Insurance not less than: **\$1,000,000 each occurrence.**
- 10.2 Commercial General Liability (bodily injury, property damage, and personal injury) insurance, with a single limit of not less than **\$2,000,000** for a single occurrence and Vehicle Liability insurance with a single limit of not less than **\$1,000,000** for a single occurrence.

Commercial General Liability and Vehicle Liability insurance shall include the following provisions:

- 10.2.1 For projects at the University: The Board of Trustees of the Leland Stanford Junior University, its officers, agents, representatives, students, employees and volunteers, shall be included as additional insureds, by endorsement.
- 10.2.2 For projects at Stanford Hospital and Clinics: In addition to those listed in paragraph 10.2.1 above, Stanford Hospital and Clinics, its Board of Directors, its officers, agents, representatives, students, employees, and volunteers shall be included as additional insureds, by endorsement.
- 10.2.3 The Contractor's insurance shall be primary coverage, Stanford University and/or Stanford Hospital and Clinics insurance or self-insurance shall be excess and noncontributory.
- 10.2.4 Thirty (30) days prior written notice of cancellation or material change in the insurance must be given to Stanford.

- 10.2.5 Contractor and Contractor's insurance companies waive their rights to subrogation against the above named insureds, by endorsement.
- 10.3 Worker's Compensation insurance and employer's liability insurance covering all persons whom the Contractor may employ in carrying out the Services hereunder. Worker's Compensation insurance will be in accordance with the Worker's Compensation Law of the State of California.
- 10.4 The insurance arranged by the Contractor and subcontractor(s) or subconsultant(s) shall include contractual liability insurance insuring the indemnity clause of this Agreement set forth in Article 11, below.
- 10.5 On each insurance certificate, the Certificate Holder shall read as follows: "The Board of Trustees of the Leland Stanford Junior University, 485 Broadway, University Hall, Redwood City, CA 94063."

Prior to the commencement of Services as described herein, the Contractor shall furnish Stanford Contract Specialist, named in [Article 12](#) below, the insurance documents for all insurance required in the preceding paragraphs. The failure of Stanford to: a) object to insurance documents that do not comply with the requirements of Article 10 or b) require performance by the Contractor under Article 10 does not constitute a waiver of these provisions. The provisions of Article 10 may only be amended or waived as provided by this Agreement or by a separate writing signed by Stanford.

ARTICLE 11 **INDEMNIFICATION**

- 11.1 **Indemnity**: Contractor shall indemnify, defend and hold Stanford harmless from any and all claims arising in whole or in part out of any injury or death of any person, or damage to any property, including Contractor's employees, agents and contractors, resulting in whole or in part from the negligence or willful misconduct of Contractor, its employees, contractors, invitees, agents or visitors related to Contractor's performance hereunder.
- 11.2 **Infringement**: Contractor, at its expense, shall defend, indemnify and hold harmless Stanford, its trustees, officers, employees, agents, and students from and against any and all claims and demands which may be made to the extent that it is based on a claim that any Services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Contractor shall pay all costs, fees, and damages which may be incurred by Stanford for any such claim or action or the settlement thereof.

ARTICLE 12
COMMUNICATIONS

The contract number appearing on each page of this Agreement shall be referenced on all invoices, correspondence and other documents concerning this Agreement. Communications between Contractor with Stanford shall be through:

Stanford's Representative

[Irene Aranya](#)
Stanford University
Pediatrics
MSOB-1265 Welch Road
Stanford, CA 94304
Phone: (650) 736-0606
iaranya@stanford.edu

Stanford's Contract Specialist

[James Loo](#)
Stanford University
Procurement Services
485 Broadway
Redwood City, CA 94063
Phone: 650-498-1690
jloo@stanford.edu

Contractor's Representative

[Brita Almog](#)
San Mateo Medical Center Staff
Office
222 W 39th Ave
San Mateo, CA 94403
Phone: (650) 573-2222
balmog@smcgov.org

ARTICLE 13
EXAMINATION OF RECORDS

- 13.1 Stanford's Representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder. Contractor agrees to keep and maintain such records for such period of time.
- 13.2 If this Agreement is for the provision of Services with a value of \$10,000.00 or more within a 12-month period, then until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, Contractor shall make available, upon written request from the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents and records of Contractor as are necessary to certify the nature and extent of the reasonable cost of Services to Stanford. If Contractor enters into an agreement with any related organization to provide Services pursuant to this Agreement with a value of \$10,000.00 or more within a 12-month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by P.L. 96-499.

ARTICLE 14
CONFLICT OF INTEREST

Contractor affirms, that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business or financial interest and the Services under this Agreement, and in the event of change in either private interests or Services under this Agreement, it will raise with Stanford any question regarding possible conflict of interest which may arise as a result of such change.

ARTICLE 15
EQUAL OPPORTUNITY

In connection with its performance under this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, national origin; or because he or she is a special disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant is qualified; or because of physical or

mental disability in regard to any position for which the employee or applicant is qualified. Contractor agrees to comply with the following federal regulations which are hereby incorporated herein by reference: 41 CFR 60-1.4; 41 CFR 60-250.5; 41 CFR 60-741.5; and all other applicable regulations of 41 CFR Part 60, Federal Acquisition Regulation (“FAR”) 52.222-26 (Equal Opportunity); FAR 52.222-27 (Affirmative Action Compliance Requirements for Construction) – **applicable for construction contracts only**; FAR 52.222-35 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era); FAR 52.222-36 (Affirmative Action for Workers with Disabilities); and all other applicable provisions of the Federal Acquisition Regulations.

ARTICLE 16
ASSIGNMENT PROHIBITED

Except for subcontracting specifically approved by Stanford, Contractor shall not assign its rights nor delegate its duties under this Agreement.

ARTICLE 17
LAW

This Agreement and all Services described herein shall be governed by the laws of the State of California.

ARTICLE 18
ENVIRONMENTAL HEALTH AND SAFETY

Omitted

ARTICLE 19
CONTRACT DOCUMENTS & MISC. PROVISIONS

- 19.1 This Agreement, and the documents (“Contract Documents”) enumerated below, constitute the entire agreement between the parties, and supersedes any prior negotiations, agreements or understandings. This Agreement shall not be amended, except in writing, signed by both parties. If anything in the Contract Documents is inconsistent with this Agreement, this Agreement shall govern. The Contract Documents enumerated below are attached hereto, unless otherwise indicated:
- a. This Agreement
 - b. Contractor’s proposal
- 19.2 It is mutually agreed that time is of the essence of each and every portion of this Agreement and of any requirements of the Agreement whereby a definite and certain length of time is fixed for the performance of any act whatsoever; and, in the event of an extension of time under the Agreement is allowed for the completion of any Services, the new time fixed by such extension shall be of the essence of this Agreement.
- 19.3 Stanford’s Living Wage Requirements. This Agreement is subject to Stanford’s “Living Wage and Benefit Guidelines for Stanford Contractors”, hereinafter “The Guidelines”, which can be found at:
http://fingate.stanford.edu/staff/buypaying/policy_notes/living_wage_benefit_guide.html

Contractor represents and warrants that it will comply with The Guidelines as amended by Stanford from time to time. Contractor acknowledges that failure to comply with The Guidelines will be deemed a material breach of this Agreement. Contractor agrees to provide

in a timely manner upon Stanford's written request, but in any event not more than 10 business days, written evidence of compliance satisfactory to Stanford.

19.4 Web Accessibility Policy

Contractors who will be providing websites, web applications, and/or web tool design or development services to Stanford agree that their deliverables will meet the requirements of the Stanford University Online Accessibility Policy, <http://ucomm.stanford.edu/policies/accessibility-policy.html>, the provisions of which are incorporated by reference into these terms.

19.5 International Traffic in Arms Regulations (ITAR)

In accordance with Stanford policy supporting its fundamental research mission, Stanford suppliers may NOT sell or ship any International Traffic in Arms (ITAR) controlled defense article or technical data, any dual-use "500/600 Series" item or technology, and any Wassenaar Arrangement Munitions List item, without express written preauthorization from Stanford's Export Control Officer (steve.eisner@stanford.edu). Learn more about Stanford's ITAR policy. https://web.stanford.edu/group/fms/fingate/suppliers/dobusiness/policy_itar_defense.html.

19.6 Stanford Sexual Harassment Policy for Contractors

Persons who work on Stanford University projects under contract, including supply vendors, must comply with the provisions of Stanford's Sexual Harassment policy. Stanford defines Sexual Harassment as: "Unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature, between persons of the same or different gender, constitute sexual harassment when: (1) It is implicitly or explicitly suggested that submission to or rejection of the conduct will be a factor in academic or employment decisions or evaluations, or permission to participate in a Stanford activity; or (2) The conduct, whether subtle or blatant, has the purpose or effect of interfering with an individual's academic or work performance by creating an intimidating, hostile or offensive academic, work or student living environment, such as persistent and unwanted communication of a sexual nature (e.g., in person, by phone, text, email, via social media) and applies to one incident if sufficiently severe or repeated behaviors over time.

For information, consultation, advice or to lodge a complaint, contact the Sexual Harassment Policy Office at 556 O'Connor Lane, Griffin Drell House, Room 101 Stanford, CA 94305-8210, (650) 724-2120; email to: harass@stanford.edu; website: <http://harass.stanford.edu>.

If Stanford determines that any Stanford employee, student, agent, representative or associate is being sexually harassed by a Contractor employee or subcontractor, the Contractor will immediately remove the employee or subcontractor from any and all Stanford University projects under contract. Contractors must operate in accordance with all federal, state and local laws and regulations, as well as Stanford's Code of Conduct which can be found at: <https://adminguide.stanford.edu/1-1-1>.

19.7 Complete Agreement and Severability Clause

This Agreement, any specifications or additional terms and conditions attached or referenced, constitute the entire agreement between Stanford and Contractor. No other terms or conditions are binding on Stanford unless accepted by Stanford in writing. In the event of a conflict between this Agreement and terms and conditions stated in Contractor's quotation/proposal, the terms of this Agreement shall take precedence.

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Agreement No.: 62343521
Project No.:

19.8 Original Signatures

The parties hereby agree that facsimile signatures whether transmitted by telephonic facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

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

LB
I.B.

For Stanford: **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**

Patricia Moss
Patricia Moss Mar 18, 2020

Mar 18, 2020

Patricia Moss Director of Purchasing & Contracts

Stanford Signature

Date

Stanford Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

San Mateo Medical Center – Stanford

Contract Information & Scope of Work

Title: Kinder Ready Clinics: Implementation Project

Grant: Stupski Foundation

PI: Lisa Chamberlain, MD, MPH (Stanford)

Site Lead: Brita Almog, MD (San Mateo Medical Center)

3/16/20

Background

Collaborators from the Pediatric Advocacy Program at Stanford University School of Medicine have partnered with the John W. Gardner Center for Youth and Their Communities (Gardner Center) at the Stanford School of Graduate Education in order to examine implementation of school readiness (SR) interventions in a pediatric clinical setting to make the clinic a “Kinder Ready Clinic (KRC).” This project has been supported by a two-year grant from The Stupski Foundation award to Dr. Lisa Chamberlain (Professor of Pediatrics, Medical Director of the Pediatric Advocacy Program). The Advocacy program has developed two school readiness interventions that will be implemented by the San Mateo Medical Center Pediatric Clinic. The lead physician partner at the San Mateo Medical Center Pediatric Clinic is Brita Almog, MD.

The first intervention will SR Assessments and Coaching. The second intervention will be Tips by Text.

The Gardner Center will lead the evaluation of the implementation process from the perspectives of clinic staff and administrators, and participating families. The Gardner Center will create an implementation manual for other pediatric clinics to embark on SR activities. The Gardner center will oversee their own Data Use Agreement with the San Mateo Medical Center to outline their shared policies and protocols.

Scope of Work

The school readiness coach/promotora will implement two SR interventions at San Mateo Medical Center from **April 15, 2020-April 15, 2021 (12 months)**.

1. *Intervention #1: SR Assessments*

- a) The coach will identify pediatric patients ages 3-5 years of age and administer the Bracken assessment for school readiness.
- b) The coach will score the Bracken and provide the parents with information on the child’s performance and offer activities and materials to help with school readiness.
- c) The coach will also inform parents of area preschools and other community-based resources to promote school readiness.
- d) There is funding in the grant to purchase SR materials for the families.

2. *Intervention #2: Tips by Text*

- a) Tips by Text is an evidence-based program that has been tested in children ages 3-4 years old and is now ready to be used in children ages 3-5 years old in a clinical setting. The program Tips by Text is the intellectual property of Dr. Susanna Loeb of the Stanford Graduate School of Education at Brown University. The text messages cannot be shared beyond San Mateo Medical Center.
- b) The text messages will be sent three times a week on Mondays, Wednesdays, and Fridays in the morning to the target families.

Budget Details: April 15, 2020-April 15, 2021 (12 months)

Arm 1	Organization			Total
106	(Site 2) TBD			
	MD Lead (Site PI)	13,500	28,000	41,500
	SR Coach/Promatora	23,500	47,000	70,500
	SR Materials	2,500	2,500	5,000
	Total:	39,500	77,500	117,000

Budget Narrative

- Lead physician (Brita Almog, MD): Implementing these interventions will require protected time to get the project off the ground, to oversee implementation, coordinate with evaluation team.
- School Readiness Coach or Promatora: At each site there will be a coach that will be leading the interventions. Their role may involve setting up systems and processes, enrolling patients in the interventions, collecting baseline and follow-up data, etc.
- School Readiness Materials: These educational supplies will be given to parents as incentives for their participation in the interventions.
 - Patrick Grisham, the San Mateo Medical Center Clinics Manager, will be responsible for purchasing these materials based on the needs of their clinic population. Stanford will not have any involvement in this process.

BUSINESS ASSOCIATE ADDENDUM

This Addendum (the "Addendum") is entered into as of **4/1/2020**, (the "Effective Date"), and supplements and amends the terms of those agreements, statements of work, and other instruments that the parties have entered into, and may in the future enter into (individually an "Agreement" and collectively the "Agreements"), that require Business Associate (as defined below) to perform a service, function or activity that may involve the Use or Disclosure of Protected Health Information (defined below), by and between The Board of Trustees of the Leland Stanford Junior University through its HIPAA Covered Entity ("Covered Entity") and **San Mateo Medical Staff Office** ("Business Associate"). Covered Entity and Business Associate are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Business Associate may perform functions or activities on behalf of, or provide certain services (the "Services") to Covered Entity that involve access to, or creation, receipt, processing, maintenance, use, or disclosure of certain information, some of which may constitute Protected Health Information ("PHI"). Both Parties are required to comply with the Health Information Technology Economic and Clinical Health ("HITECH") Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, including, but not limited to, the Privacy, Security, Breach Notification, and Enforcement Rules (45 C.F.R. Parts 160, 162 and 164), as may be amended from time to time. This Addendum sets forth the terms and conditions pursuant to which Protected Health Information, including electronic Protected Health Information, will be handled by Business Associate and third parties during the term of the Agreement and after its termination. The Parties agree as follows:

1. DEFINITIONS

All capitalized terms shall have the meaning set forth in HITECH and regulations issued thereunder, HIPAA and regulations issued thereunder (including but not limited to the HIPAA Privacy and Security Rules), and applicable state privacy laws, including but not limited to the Confidentiality of Medical Information Act (COMIA) and state breach notification laws (including but not limited to California Health and Safety Code § 1280.15 and Civil Code § 1798.82 et seq., as these may be amended from time to time).

The term "Breach" as used herein shall mean (i) breach as defined in the HIPAA Rules and (ii) unlawful or unauthorized access to, or unauthorized use or disclosure of, information pursuant to state law (including but not limited to COMIA, California Health and Safety Code § 1280.15 and California Civil Code § 1798.82).

Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, the HIPAA Privacy Regulation or Security Regulation, or applicable state privacy and breach notification laws, as they are currently drafted and as they are subsequently updated, amended, or revised.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Services. Except as otherwise specified herein, Business Associate may use Protected Health Information directly necessary to perform its obligations under the Agreements, provided that such use does not violate HITECH, HIPAA or the Privacy or Security Regulations and such use is expressly permitted by this Addendum. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Addendum only (i) to its Subcontractors (as defined below) and agents, in accordance with Section 3(f), (ii) as directed by Covered Entity in accordance with this Addendum, (iii) as otherwise permitted by the terms of this Addendum including, but not limited to, Section 2.2 below, or (iv) as required by law, in accordance with Section 3(b) below. Any other use and/or disclosure not permitted or required by this Addendum ("Unauthorized Use and/or Disclosure") is prohibited.

In conducting activities under this Agreement that involve the use and/or disclosure of Protected Health Information, Business Associate shall limit the use and/or disclosure of Protected Health Information to the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure. To the extent Business Associate is performing one or more of Covered Entity's obligations under HIPAA and HITECH, Business Associate agrees to comply with the legal requirements that apply to Covered Entity in the performance of such obligation(s).

2.2 Business Activities of Business Associate. Business Associate may use and disclose Protected Health Information if necessary for the proper management and administration of Business Associate or to meet its legal responsibilities; provided, however, that such Protected Health Information may be disclosed to third parties for such purposes only if the disclosures are required by law or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that:

- a. the information will remain confidential;
- b. the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the third party; and
- c. the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services, Business Associate may use Protected Health Information for Data Aggregation purposes only for the Health Care Operations of Covered Entity if expressly authorized under the Agreement(s). Under no circumstances may Business Associate disclose Covered Entity's Protected Health Information to a third party pursuant to this Section 2.3 absent Covered Entity's explicit written authorization. Business Associate may not de-identify Protected Health Information received from or created on behalf of Covered Entity unless such de-identification and the permitted uses and disclosures of such de-identified information are expressly permitted in writing by the Covered Entity's Chief Privacy Officer or authorized designee.

2.4 Prohibition on Sale of Protected Health Information. Business Associate is prohibited from the sale of Protected Health Information without authorization unless an exception under 45 C.F.R §164.508 applies.

3. OBLIGATIONS AND RESPONSIBILITIES OF BUSINESS ASSOCIATE WITH RESPECT TO PROTECTED HEALTH INFORMATION

Business Associate hereby agrees to do the following:

- a. Business Associate shall use and/or disclose the Protected Health Information only as permitted or required by the Agreement(s), this Addendum or as otherwise Required by Law.
- b. Business Associate shall immediately, or as soon as practicable, notify Covered Entity if it believes it may disclose Protected Health Information on the basis that such disclosure is Required by Law. Unless immediate disclosure is Required by Law, Business Associate shall not, without the prior written consent of Covered Entity, disclose any Protected Health Information on the basis that such disclosure is Required by Law without first notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the Protected Health Information until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from third parties receiving Protected Health Information in accordance with Sections 2.1 or 2.2 hereof

that such third parties will provide Covered Entity with similar notice and opportunity to object before disclosing Protected Health Information on the basis that such disclosure is Required by Law.

- c. Because Covered Entity's Protected Health Information is subject to state laws (including those referenced in Section 1 hereof), Business Associate must report to the Covered Entity's Chief Privacy Officer, in writing, any Breach, Security Incident or any Unauthorized Use and/or Disclosure of which Business Associate becomes aware as soon as possible, and at least within five (5) calendar days of Business Associate's discovery of such Breach, Security Incident, or Unauthorized Use and/or Disclosure. For purposes of this Section, "discovery" shall have the meaning ascribed to it in 45 CFR § 164.404(a)(2)). In the event of a Breach, Security Incident, or Unauthorized Use or Disclosure that arises from the acts or omissions of Business Associate or its employees, Subcontractors, agents, or representatives, and that requires notification of government agencies and/or individuals, Business Associate will cooperate fully with Covered Entity in Covered Entity's efforts to carry out any mitigation efforts and notifications. Business Associate will indemnify and reimburse Covered Entity for all of Covered Entity's costs of complying with and carrying out such requirements. In the event Covered Entity requests that Business Associate carry out the notification requirements, Business Associate will do so subject to Covered Entity's prior approval of any written reports or communications.
- d. Mitigate, to the greatest extent possible, any deleterious effects from any Breach, Security Incident, Unauthorized Use and/or Disclosure of Protected Health Information of which Business Associate becomes aware.
- e. Comply with the Security Rule to maintain the security of the Protected Health Information including electronic Protected Health Information and to prevent Unauthorized Use and/or Disclosure of such Protected Health Information. Business Associate shall maintain and implement a comprehensive written information privacy and security program that complies with HITECH, HIPAA, and the regulations and guidance issued thereunder by the U.S. Department of Health and Human Services ("HHS"). Without limitation, this includes administrative, technical and physical safeguards that are appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities to reasonably and appropriately protect the privacy, confidentiality, integrity and availability of Protected Health Information. In addition to any safeguards required by law and as set forth in this Addendum, Business Associate shall use any and all appropriate safeguards to prevent Unauthorized Use or Disclosure of Covered Entity's Protected Health Information.
- f. Require any person(s) to whom Business Associate delegates a function, activity, or service, or any person(s) who create, receive, maintain or transmit Protected Health Information ("Subcontractors") and agents that receive or use, or have access to, Protected Health Information to enter into a business associate agreement that, (i) complies with the HITECH and HIPAA requirements, (ii) includes to the same restrictions, conditions and obligations concerning Protected Health Information that apply to Business Associate pursuant to this Addendum; (iii) not to subcontract or assign its rights and obligations under the Agreement without obtaining Business Associate's and Covered Entity's prior written consent; and (iv) ensures that all subcontractors of Business Associate's Subcontractor enter into Business Associate Agreements.
- g. Before allowing any Subcontractor or agent that is not organized under the laws of any state within the United States ("Foreign Subcontractor") to use or disclose, or have access to, Protected Health Information, Business Associate shall obtain the prior written consent of

Covered Entity, which consent may be withheld in Covered Entity's sole discretion. Notwithstanding anything to the contrary in the Agreement, and in addition to any other remedies available to Covered Entity under this Addendum, the Agreement or at law, Business Associate hereby acknowledges that irreparable harm may result from any breach of the terms of this Section 3.g. of this Addendum.

- h. Make available all records, books, agreements, policies and procedures, and related materials pertaining to the use and/or disclosure of Protected Health Information to the Secretary of the U.S. Department of Health and Human Services (or any officer or employee of HHS to whom the Secretary of HHS has delegated such authority) for purposes of determining Covered Entity's compliance with the Privacy Regulation and Security Regulation after the compliance dates, respectively, of those regulations, subject to attorney-client and other applicable legal privileges. Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any complaint or request for access by the Secretary of HHS and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto.
- i. Upon reasonable prior written notice, make available during normal business hours at Business Associate's offices all records, books, agreements, policies, procedures, and related materials pertaining to the use and/or disclosure of, and security of, Protected Health Information to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Addendum.
- j. Document such disclosures of Protected Health Information as necessary to enable Covered Entity to respond to an individual's request for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, as it may be amended to comply with HITECH. Specifically, Business Associate shall maintain a record of all disclosures of Protected Health Information for a period not less than 6 years following any such disclosure, including the date of the disclosure, the name and, if known, the address of the recipient of the Protected Health Information, a brief description of the Protected Health Information disclosed, and the purpose of the disclosure (including an explanation of the basis for such disclosure). This provision shall survive the termination or expiration of the Agreements.
- k. Within 10 business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. § 164.528, as it may be amended to comply with HITECH. In the event that an individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within 5 business days of the request; Covered Entity shall be responsible for preparing and delivering to the individual any such accounting requested.
- l. Subject to Section 5.3 below, return to Covered Entity or destroy, within 30 calendar days of the termination of this Addendum and/or the Agreements, the Protected Health Information in its possession and retain no copies (which for purposes of this Addendum shall include, without limitation, destruction of all backups).
- m. In using or disclosing Protected Health Information, Business Associate agrees to comply with all applicable provisions of the HITECH Act and any implementing regulations adopted thereunder.

- n. Business Associate represents to Covered Entity that all of its employees, agents, representatives, Subcontractors and members of its Workforce, whose services may be used to fulfill obligations under the Agreement or this Addendum are or shall be appropriately informed of the terms of this Addendum.

4. RESPONSIBILITIES OF BUSINESS ASSOCIATE WITH RESPECT TO HANDLING OF DESIGNATED RECORD SET

In the event that the Protected Health Information received by Business Associate pursuant to the Agreement constitutes a Designated Record Set, Business Associate hereby agrees to do the following:

- a. At the request of, and in the time and manner designated by Covered Entity, provide access to the Protected Health Information to Covered Entity for inspection or copying, to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524. In the event that an individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within 5 business days of the request; Covered Entity shall be responsible for delivering to the individual the information he or she has requested.
- b. At the request of, and in the time and manner designated by Covered Entity, make any amendment(s) to the Protected Health Information that Covered Entity directs pursuant to 45 C.F.R. § 164.526. In the event that any individual requests an amendment of Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within 5 business days of such request; Covered Entity will then direct Business Associate to amend its Protected Health Information, as may be appropriate based on the individual's request.

5. TERM AND TERMINATION

5.1 Term. This Addendum shall become effective on the Agreement Effective Date and shall continue in effect until termination or expiration of the Agreement, subject to the provisions of Section 7.1, unless terminated as provided in this Section 5.

5.2 Termination by Covered Entity. As provided under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Addendum and the Agreements, in whole or in part, if Covered Entity determines that Business Associate has violated any material provision of this Addendum. Alternatively, if Covered Entity has determined that Business Associate has breached a material term of this Addendum and does not immediately terminate the Agreement and this Addendum, then Covered Entity shall: (i) provide Business Associate written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure the alleged material breach within 5 days. In the event that Business Associate does not cure the breach within 5 days, Covered Entity may terminate, the Agreement, if feasible (as determined by Covered Entity), or if termination is not feasible, report the problem to the Secretary of HHS.

5.3 Effect of Termination. Upon termination of the Agreement and this Addendum pursuant to this Section 5, Business Associate shall return or destroy, as directed by Covered Entity, all Protected Health Information that Business Associate and its agents and Subcontractors still maintain in any form. If such return or destruction is not feasible, then Business Associate will so notify Covered Entity in writing, and shall (a) extend any and all protections, obligations, limitations and restrictions contained in this Addendum to Protected Health Information retained by Business Associate, its agents and its Subcontractors after the termination of the Agreement and this Addendum, (b) limit any further uses and/or disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible, and (c) at such

time as return or destruction of such retained PHI becomes feasible, return or, if agreed to by Covered Entity, destroy such PHI. Notwithstanding the foregoing, in the event that one or more of the Agreements is terminated and other Agreements and this Addendum remain in effect, Business Associate shall, in accordance with this Section 5.3 and to the extent it is practicable and feasible to do so, return to Covered Entity or destroy the PHI related to the Services that are the subject of the terminated Agreement(s) concurrent with the termination of such Agreement(s).

6. INDEMNIFICATION

Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its affiliated corporations and entities and their trustees, officers, agents, employees, representatives, students, and volunteers (collectively, Covered Entity's "Indemnitees") against all actual and direct losses, liabilities, damages, claims, costs, fines or expenses (including reasonable attorney's fees) the Indemnitees may suffer as a result of any claims, demands, actions, investigations, settlements or judgments against the Indemnitees arising from or in connection with any breach of this Addendum or of any representation or warranty hereunder, or from any acts or omissions, including failure to perform its obligations under the Privacy Regulation and Security Regulation, by Business Associate or its employees, directors, officers, Subcontractors, representatives, agents or other members of its Workforce. In addition, and without limiting the foregoing, in the event of a HITECH Breach that requires notification of government agencies and individuals, Business Associate will cover all costs of complying with such legal requirements if the breach arises from actions or omissions of Business Associate or its employees, directors, officers, Subcontractors, representatives, agents, or other members of its Workforce. To the extent that the Agreement contains a provision that limits Business Associate's liability under the Agreement, Business Associate's obligation to indemnify Covered Entity and its Indemnitees under this Section 6 shall be excluded from such limitation of liability. Business Associate's obligation to indemnify Covered Entity and its Indemnitees shall survive the expiration or termination of this Addendum for any reason.

7. MISCELLANEOUS

7.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 3, 5.3, 6, 7.5, 7.8 and 7.10 shall survive termination of this Addendum indefinitely. In addition, Section 4 shall survive termination of this Addendum, provided that Covered Entity determines that the Protected Health Information being retained pursuant to Section 5.3 herein constitutes a Designated Record Set.

7.2 Entire Agreement; Amendments; Waiver. This Addendum constitutes the entire agreement between the Parties pertaining to the Business Associate's access to, or creation, receipt, processing, maintenance, use, or disclosure of Protected Health Information while performing Services and supersedes any previous agreements between the Parties relating to the same subject matter. This Addendum may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.4 Notices. Any notices under this Addendum to a Party shall be written in English and given as follows:

- a. Notices will be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested; (b) private courier service, with signature provided by the receiving

party; (c) electronic mail to the Authorized Contacts in this Section 7.4, with carbon copies required as shown.

- b. Receipt. Notices sent via mail or courier will be deemed given upon receipt. Notices sent via electronic mail will be deemed given when receipt has been acknowledged by the Authorized Contact, with an automatic “read receipt” constituting acknowledgement, or 3 days after dispatch if the email was sent to the correct address and was not returned as undeliverable.

If to Covered Entity, to:

Stanford University
 616 Serra Street, Rm 10, Stanford, CA 94305-6212
 Stanford, CA 94305-6212
 Attention: Chief Privacy Officer (Authorized Contact)
 Facsimile: 650-725-0073
 Or email: privacy@stanford.edu

with a copy to:

Stanford University
 Office of General Counsel
 Main Quad, Building 170
 Stanford, CA 94305 M/C 2038
 Attention: Senior University Counsel
 Facsimile: 650-723-4323

If to Business Associate, to:

Brita Almog
 San Mateo Medical Staff Office

222 W 39th Ave Rm 353
 San Mateo, CA 94403
 Phone: 650-573-2222
balmog@smcgov.org

with a copy to:

Attention: _____
Facsimile: _____

Each Party may change its address and that of its representative for notice by giving notice thereof in the manner provided above in this Section 8.4.

7.5 Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

7.6 Effect of Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in full force and effect.

7.7 Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The Parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy Regulation and Security Regulation. The section headings used in this Addendum are for reference and convenience only and have no legal or contractual effect.

7.8 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of California, without application of principles of conflicts of laws. The Parties hereto agree that any dispute arising under this contract shall be resolved in the California State courts of Santa Clara County, California, or in the Federal District Court for the Northern District of California sitting in San Francisco, California, and the Parties hereby submit themselves to the personal jurisdiction of said courts.

7.9 Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties agree to take such action as is necessary to implement the standards and requirements of HITECH and regulations thereunder, HIPAA, the Privacy Regulation, the Security Regulation, and other applicable laws relating to the security or confidentiality of Protected Health Information. The Parties further agree that if current or future federal or state laws, rules, or regulations adversely impact a Party's performance under the Agreement or this Addendum, the Parties will negotiate in good faith to amend the Agreement and/or this Addendum, as necessary, to be consistent with the requirements of HITECH and regulations thereunder, HIPAA, the Privacy Regulation, the Security Regulation, or other applicable laws, as the same may be amended from time to time. Covered Entity may terminate the Agreement and this Addendum in the event that the Parties are unable to modify the Agreement and/or Addendum to remain in full compliance with HITECH and regulations thereunder, HIPAA, the Privacy Regulation, the Security Regulation, California laws and regulations, or other applicable law.

7.10 Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Addendum, in the event of any violation by Business Associate of any of the provisions of this Addendum, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

7.11 Individual Authorization. Nothing in this Addendum shall be construed to require or permit Business Associate to use or disclose Protected Health Information without written authorization from an individual who is a subject of the Protected Health Information, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

7.12 Agency. The Parties agree and acknowledge that Business Associate is not an "agent" of Covered Entity as that term is defined in the federal common law.








62343521; San Mateo County Med Staff Office / Stanford - TSA and SOW Kinder Ready Clinic

Final Audit Report

2020-03-18

Created:	2020-03-18
By:	James Loo (jloo@stanford.edu)
Status:	Signed
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-  Document created by James Loo (jloo@stanford.edu)
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Signature Date: 2020-03-18 - 7:19:47 PM GMT - Time Source: server- IP address: 73.202.13.165
-  Signed document emailed to James Loo (jloo@stanford.edu), Patricia Moss (pmoss@stanford.edu) and Laura Balaban (lbalaban@stanford.edu)
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