

Board Office Use: Legislative File Info.	
File ID Number	22-2122
Introduction Date	11/9/22
Enactment Number	22-1881
Enactment Date	11/9/2022 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement (ELLMA)
Julie Kessler, Director, Newcomer Programs

Meeting Date November 9, 2022

Subject Amendment to Master Contract 900322 with Alameda County Health Care Services Agency

Ask of the Board Approve Amendment
 Ratify Amendment

Background and Recommendation Alameda County Health Care Services Agency will provide funding to support health and wellness services for Unaccompanied Immigrant Youth for Fremont High School, Elmhurst, and Oakland International High School. The grant's primary focus is to remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth

Term Start Date: 9/1/22 End Date: 6/30/23

Not-To-Exceed Amount \$20,650.00

Competitively Bid N/A

In-Kind None

Contributions**Funding
Source(s)**

Grant for OUSD in an amount not to exceed \$20,650.00

Attachment(s)

- Grants Management Face Sheet
- CBO Master Contract Exhibit Coversheet
- Exhibit A – Definition of Services;
- Exhibit B – Terms of Payment;
- Exhibit C – Insurance Requirements;
- Exhibit D – Debarment and Suspension Certification; and
- Exhibit E – HIPAA Business Associate Agreement.
- Master Agreement and First Amendment to Master Agreement for School-Based Support Services with County of Alameda

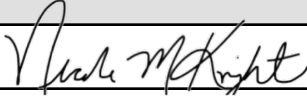

OUSD Grants Management Face Sheet

Title of Grant: Caminos Program (formerly the Unaccompanied Immigrant Youth Program)	Funding Cycle Dates: 09-01-2022 to 06-30-2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Alameda County	Grant Amount for Full Funding Grant for OUSD schools in an amount not to exceed \$20,650
Funding Agency: Alameda County Health Care Services Agency	Grant Focus: The grant's primary focus is to remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth.
List all School(s) or Department(s) to be Served: Fremont High School ,Elmhurst, and Oakland International High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	<p>Unaccompanied Immigrant Youth (UIY), are minors who crossed the US Border without a parent or guardian, and who may or may not have been apprehended by Immigration and Customs Enforcement (ICE)/Office of Refugee Resettlement (ORR). Alameda County has the second highest percentage of UIY in California. UIY have made the dangerous journey across borders to flee extreme violence in their home countries. Children of Migrant Families (CMF) are children, born in another country, who have entered the United States with a parent or caregiver and fleeing poverty, violence, and related traumatic situations in their home country. As such, UIY & CMF make up a unique, vulnerable population with distinctive health and mental well-being challenges.</p> <p>HCSA is providing services to UIY & CMF through its robust school-based, school-linked programs. As not all UIY & CMF are attending school, the UIY/CMF program services will include active outreach and partnership with organizations outside of the school system to reach UIY/CMF population, in addition to providing linkage to health services for UIY/CMF and their caregivers.</p>
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be	CHSC uses a Results Based Accountability framework to produce measurable improvement for youth and families across the county. RBA performance measures address the following questions: 1) How much did we do? 2) How well did we do it? and 3) Is anyone better off? Between July 1, 2022 through June 30, 2023, Contractor will fully cooperate with the Center for Healthy Schools & Communities evaluators and participate in the evaluation. The evaluation includes performance measures that inform how the Contractor's programs and services improve the lives of their clients. The evaluation performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

included in the grant's budget for evaluation.)	Contractor will cooperate with CHSC planning efforts for and adoption of a revised method of data collection, i.e. Salesforce database.
Does the grant require any resources from the school(s) or district? If so, describe.	
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Services are being paid through an OUSD contract or MOU
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Name/Title: Julie Kessler, Director of Newcomer Programs Site: 954 Address: 1000 Broadway, Oakland CA Phone: (415) 269-2027 Email: julie.kessler@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Nicole Knight		09/30/2022
Chief Academic Officer	Sondra Aguilera		10/12/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Acting Superintendent	Sondra Aguilera		

Approved as to form by OUSD Staff Attorney Joanna Powell on 9/20/22.



Master Contract No. 900322

Procurement Contract No. _____

COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of July 1, 2022, is a part of the Community Based Organization Master Contract (No. 900322) made and entered into by and between the County of Alameda ("County"), and Oakland Unified School District, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. 22193", the "Procurement Contract":

1. **Exhibit A** – Definition of Services;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification; and
5. **Exhibit E** – HIPAA Business Associate Agreement.

The Exhibits above replace and supersede any and all previous Exhibits entered by both parties for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect.

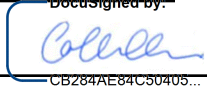
The Term of this Procurement Contract shall be from July 1, 2022 through June 30, 2023. The compensation payable to Contractor hereunder shall not exceed \$20,650 for the term of this Procurement Contract.

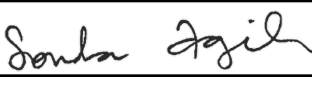
Dept. Contact Jasmine Gonzalez Phone (510) 667-3176 Email Jasmine.gonzalez@acgov.org

The signatures below signify that the attached Exhibits have been received, negotiated, agreed to, and finalized. The Contractor continues to be bound by all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

OAKLAND UNIFIED SCHOOL DISTRICT

By  Date 8/11/2022
Signature

By  Date 8/10/2022
Signature


Name Colleen Chawla

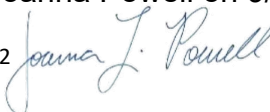
Name Sondra Aguilera


Title Director, Health Care Services Agency

Title Chief Academic Officer

Approved as to form by OUSD Staff Attorney
Joanna Powell on 9/20/22.


11/10/2022
Gary Yee, President, BOE


11/10/2022


11/10/2022
Sondra Aguilera, Acting Superintendent & Secretary, BOE

APPROVED AS TO FORM

By

DocuSigned by:
Raymond Lara
78FBB13C28E44EF...
Signature

Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
DEFINITION OF SERVICES
Oakland Unified School District (OUSD)
For Caminos Program (formerly the Unaccompanied Immigrant Youth Program)

TIME PERIOD: July 1, 2022 through June 30, 2023
AMOUNT: \$20,650

I. Program Name

Caminos Program

II. Contracted Services

Contractor shall provide the Caminos Program services in Oakland for Oakland Unified School District students, caregivers and/or families.

III. Contract Term

The term of the contract is: July 1, 2022 – June 30, 2023

IV. Program Information and Requirements

A. Program Definitions

Unaccompanied Immigrant Youth (UIY), are minors who crossed the US Border without a parent or guardian, and who may or may not have been apprehended by Immigration and Customs Enforcement (ICE)/Office of Refugee Resettlement (ORR). Alameda County has the second highest percentage of UIY in California. UIY have made the dangerous journey across borders to flee extreme violence in their home countries. Children of Migrant Families (CMF) are children, born in another country, who have entered the United States with a parent or caregiver and fleeing poverty, violence, and related traumatic situations in their home country. As such, UIY & CMF make up a unique, vulnerable population with distinctive health and mental well-being challenges.

HCSA is providing services to UIY & CMF through its robust school-based, school-linked programs. As not all UIY & CMF are attending school, the UIY/CMF program services will include active outreach and partnership with organizations outside of the school system to reach UIY/CMF population, in addition to providing linkage to health services for UIY/CMF and their caregivers.

B. Program Goals, Results Framework, Outcomes, and Evaluation

1. The Center for Healthy Schools and Communities (CHSC) Goal

The overall goal of the CHSC is for all youth in Alameda County to graduate from high school healthy and ready for college and career.

2. Results Framework

(Aligned with CHSC Results Framework)

- a. Youth are physically, socially and emotionally healthy
- b. Youth succeed academically
 - i. Youth are prepared for and engaged in jobs leading towards a career
- c. Youth are supported by safe, nurturing environments
- d. Youth are supported by safe and supported families
- e. Systems are integrated and care is coordinated and equitable

3. Key Outcomes

- a. Remove barriers and create access to a continuum of culturally responsive integrated health and wellness services.
- b. Increase youth life skills, social-emotional wellbeing, school performance, and/or job readiness to reduce health disparities and maximize health outcomes.
- c. Increase parents/caregivers' life skills, social-emotional wellbeing, and/or school engagement to reduce health disparities and maximize health outcomes.

4. Performance Measures

CHSC uses a Results Based Accountability framework to produce measurable improvement for youth and families across the county. RBA performance measures address the following questions: 1) How much did we do? 2) How well did we do it? and 3) Is anyone better off?

C. Target Population

Contractor shall provide services to the following populations:

1. **Program Eligibility:** Briefly describe a) the target population(s) that your program is currently serving and b) what target population you intend on serving with Measure A funding, including any eligibility requirements.
 - a. UIY population as described above and Children of Migrant Families; children who have entered the country with a parent or caregiver since they are fleeing similar situations in their home countries.
 - b. Children who meet above criteria who have arrived within the last 3 years.
 - c. UIY and CMF children, youth and families who have undocumented immigration status.
2. **Limitations of Service:** Briefly describe whether or not there are any limitations to your service.
 - a. Services are limited to unaccompanied immigrant youth, children of migrant families and their care-givers. The priority region is Oakland for services under this contract.

D. Program Description and Requirements

1. **Consumer/Client Flow:** Briefly describe how youth or family member (consumer) enters your program.

Contractor will coordinate with school and community based organizations in Oakland Unified School District to support the identification of students and coordinate care. The Contractor will utilize the

existing referral system to track and monitor UIY/CMF progress and conduct outreach to identify and connect with UIY/CMF students already in school, but not yet identified.

2. Referral Process between Oakland Unified School District, and other school-based and school-linked health providers:

- a. The Contractor, OUSD, will create processes that will enable referrals and coordination around students, health partners and identified school sites. The Contractor will create and monitor a process for referrals in coordination with school/district staff, school and community partners, and students/families.
- b. Referrals to services come through outreach efforts to teachers, school counselors, and other relevant district staff, and through community-based organizations.
- c. Referrals to services also come through walk-in/self-referred clients through the providers based at school sites who meet the UIY and CMF eligibility below.

3. Hours of Operation: Briefly describe how many days and/or hours per week you serve consumers.

The services are provided during regular school hours (roughly 8:30am-3:30pm) Monday through Friday as well as occasional late afternoon / evening hours for various virtual and/or in-person events. Contractor and partner also serve clients in collaboration with its school health partners at health fairs and open houses by coordinating and implementing outreach efforts and informational workshops.

4. Service Delivery Sites: Contractor shall provide services at the following locations:

4610 Foothill Blvd, Oakland, CA 94601	Fremont High school
1800 98th Avenue, Oakland, CA 94603	Elmhurst United Middle School
1023 MacArthur Blvd., Oakland, CA 94610	Oakland High School

- 5. Minimum Staffing Qualifications:** Contractor shall have and maintain current job descriptions on file for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

V. Contract Deliverables and Requirements

- a. Contractor shall provide following services during 7/1/2022 through 6/30/2023. Due to the uncertainty of school facilities being open and social distancing requirements due to COVID-19, all individual and group activities may be provided virtually with approval from CHSC.

- b. Contractor shall provide services listed below regardless of the funding sources. This contract is funded with Measure A base allocation.
- c. Measure A, the Essential Health Care Services Initiative, was adopted by Alameda County voters in March 2004. The Measure authorized the County of Alameda to raise its sales tax by one-half cent in order to provide for additional financial support for emergency medical, hospital inpatient, outpatient, public health, mental health and substance abuse services to indigent, low-income, and uninsured adults, children, families, seniors and other residents of Alameda County.
- d. Any non-Measure A qualified services included in this contract will be funded by the contractor with other/leveraged funding.

A. Health Access

Goal: To increase access to health services that include medical and behavioral healthcare services for Unaccompanied Immigrant Youth (UIY) and Children of Migrant Families (CMF) conduct outreach and intake activities between July 1, 2022 through June 30, 2023.

Strategy/Activities	Outcomes & Reporting
1. Identify students that need behavioral health supportive services through attending COST meetings and coordination with supervising social workers.	Quarterly Report to include: <ul style="list-style-type: none"> ● # of UIY/CMF COST referrals ● # successful connected to services
2. Conduct consultations with Parents, school-site staff, organization partners and any other relevant organizations for the purposes of triaging UIY and into care.	Quarterly Report to include: <ul style="list-style-type: none"> ● # of sessions ● # of contacts
3. Conduct intakes on newly identified UIY youth and perform case management	Quarterly Report to include: <ul style="list-style-type: none"> ● # of intakes conducted ● # students enrolled in case management services ● # sessions completed per student ● Demographics of clients

B. Direct Services

Goal: To provide linkage and access to healthcare services for UIY and their caregivers provide direct services between July 1, 2022 through June 30, 2023.

Strategy/Activities	Outcomes & Reporting
1. Facilitate psychoeducation groups to address trauma and coping skills. Provide resources to supportive services or long-term individual services	Quarterly Report to include: <ul style="list-style-type: none"> ● Topic of group/Synopsis ● # unique participants ● # participants per group ● # of sessions
2. Hold a caseload of 8-12 students to provide psychotherapy (i.e., Individual clinical)	<ul style="list-style-type: none"> ● Quarterly Report to include: ● # students enrolled in individual psychotherapy (ie. Individual

	clinical) <ul style="list-style-type: none"> ● # sessions completed per student ● Demographics of clients
3. Refer students, family members and caregivers to school and community-based services such as academic support, school-health centers, housing, food and legal services. Follow up on progress and other needs.	Quarterly Report to include: <ul style="list-style-type: none"> ● Number of referrals to health providers (school health centers, etc.) ● Number of referrals to housing ● Number of referrals to food ● Number of referrals to legal services ● Number of referrals to academic supports
4. Clinical Supervisor will provide supervision to provide interns with access to resources and trainings to better connect with families.	Quarterly Report to include: <ul style="list-style-type: none"> ● Hours of supervision individual ● Hours of supervision in group ● Training Calendar (date/time/topic)

C. Administrative Services

Goal: To support the county-wide planning and coordination for the UIY/CMF program under the Alameda County Unaccompanied Immigrant Youth Program Initiative, which includes Children of Migrant Families.

Strategy/Activities	Timeline	Outcomes & Reporting
1. Attend CHSC meetings to support the development, design, sustainability and efficacy of the UIY Initiative and respond to any follow-up requests in a timely manner	<ul style="list-style-type: none"> ● Ongoing 	Attendance
2. Participate in required trainings related to evaluation which include CHSC Service Tracking Tool and others as needed	<ul style="list-style-type: none"> ● Ongoing 	Completion of required trainings
3. Participate in annual CHSC conference and other events as requested.	<ul style="list-style-type: none"> ● As requested 	Participation records
4. In collaboration with Caminos Program Coordinator, develop formal agreements (e.g., memorandum of understanding, professional services contracts, letters of agreements, data sharing agreements, etc.) between the schools/school district and community partners with regard to services, ensuring that these agreements have the same insurance requirements as this Master Contract.	<ul style="list-style-type: none"> ● Ongoing 	Documentation of formal agreements
5. Provide information regarding service delivery models, financing, and other data as requested by the Center for Healthy Schools and Communities	<ul style="list-style-type: none"> ● As requested 	Documentation

- a. Contractor shall not seek the same grants from corporations or foundations as the Center for Healthy School and Communities without the prior knowledge of the Center staff. In the event that the

Contractor, its sponsor or provider partners seek the same grants/funding, the Contractor will notify the Center staff in writing.

- b. Communication is vital in our collective work with schools. In matters related to services, Contractor and the Center for Healthy Schools and Communities, staff shall notify and inform each other about communication with school board, district and school site staff.

VI. Reporting and Evaluation Requirements

Between July 1, 2022 through June 30, 2023, Contractor will fully cooperate with the Center for Healthy Schools & Communities evaluators and **participate in the evaluation**. The evaluation includes performance measures that inform how the Contractor's programs and services improve the lives of their clients. The evaluation performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Contractor will cooperate with CHSC planning efforts for and adoption of a revised method of data collection, i.e. Salesforce database.

A. Reporting Requirements

1. **RBA Measures.** At a minimum, Contractor collects data and report on the following RBA measures:

Effort Performance Measures *"How Much Did You Do?"*

- Participation in health outreach efforts
- Youth participation in programming
- Services provided to individual or groups of youth
- Parent/Caregiver participation in programming
- Services provided to individual or groups of parents/caregivers
- Staff participation in trainings

Quality Performance Measures *"How Well Did You Do It?"*

- Referrals/enrollment in health insurance
- Consistent participation / completion of programs
- Satisfaction surveys

Impact Performance Measures *"Is Anyone Better Off?"*

- Youth and/or families feel they now have a place to go for health and wellness
- Increased youth life skills, social-emotional wellbeing, and/or school performance.
- Increased college or career readiness
- Increased parents/caregivers' life skills, social-emotional wellbeing, and/or school engagement

2. **Evaluation Tools.**

Contractor implements required evaluation tools which may vary depending on services provided, and participate in pre and post data sharing meetings as applicable. Contractor will cooperate with CHSC planning efforts for and adoption of a revised method of data collection, i.e. CHSC Tracking Tool and Salesforce database. Evaluation tools may include but are not limited to:

Required for all

- Client demographics
- “Effort measures” data report
- Health outreach and enrollment data form

3. Reporting. Contractor completes and submits all required data tracking and reports. The format for data tracking and reports may change during the year, e.g. from CHSC Tracking Tool. Either way, reporting requirements include:

- a) Contractor shall enter data into the evaluation database and/or provide other evaluation data as requested quarterly. Some data may be required monthly as the database is developed.
- b) Contractor shall provide the Center for Healthy Schools & Communities (CHSC) with electronic copies of the quarterly reports for the preceding three months utilizing the Quarterly Report template according to the following schedule:
 - October 15, 2022 (for period covering July 1, 2022 through September 30, 2022)
 - January 15, 2023 (for period covering October 1, 2022 through December 31, 2022)
 - April 15, 2023 (for period covering January 1, 2023 through March 31, 2023)
 - July 15, 2023 (for period covering April 1, 2023 through June 30, 2023)
- c) Contractor reporting shall contribute to the annual Measure A report, which may require additional information per the Measure A Report Template (for period covering July 1, 2022 through June 30, 2023).

If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact the Center for Healthy Schools & Communities and evaluators with the reason for delay and the estimated date for report completion. It is within the discretion of CHSC to extend any due date. Lack of notification or failure to meet a deadline will result in fund reduction. Contractor shall include the quarterly report and data reports with each invoice in order to receive payment. Alameda County reserves the rights to request additional information from the contractor.

B. Quality Assurance & Monitoring Requirements

1. Alameda County representatives may perform site visits to directly observe operations at any contractor with 48-hour notification. In the performance of site visits, County representatives shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor’s work and will not interfere with patient care.
2. The scope of review may include, but is not limited to: availability and accessibility of care; utilization review; waiting time for services; and review of third-party billing and reimbursement.
3. All medical records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as required for public health related conditions and as provided under HIPAA exclusion.

4. All business records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as a part of the administrative monitoring and evaluation.
5. County representatives will maintain the confidentiality of any patient records or protected health information made available to them pursuant to this Exhibit A in accordance with all applicable state and federal statutes and regulations relating to confidentiality.

VII. Additional Requirements

A. Certification/Licensure/ Confidentiality/Communication

1. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.
2. Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to the Health Insurance Portability and Accountability Act when applicable.
3. Communication and coordination are key to successful fund development. In the event that the contractor, its sponsor or provider partners seek the same grants/funding as The Center for Healthy Schools & Communities (CHSC), the contractor will notify the CHSC staff in writing.
4. Communication is vital in our collective work with schools. In matters related to schools, Contractor and The Center for Healthy Schools & Community staff shall notify and inform each other about communication with school board, district and school site staff.
5. Contractor shall provide additional agreed upon services as other funding emerges.

VIII. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

IX. Contact Information

	Health Care Services Agency	Oakland Unified School District
Signatory	Colleen Chawla	Sondra Aguilera
Title	Director	Chief Academic Officer
Email	Colleen.chawla@acgov.org	sondra.aguilera@ousd.org
Program Contact	Jasmine Gonzalez	Stephanie Noriega
Email	Jasmine.gonzalez@acgov.org	stephanie.noriega@ousd.org
Address	1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	1000 Broadway, Oakland CA 94707
Phone	(510) 704-3656	(650) 906-5422

X. Entirety of Agreement

Contractor shall abide by all requirements contained in the Master Contract General Terms and Conditions, all Exhibits and all Attachments that are associated with, incorporated into, and included in this contract and made part of the same by this reference.

EXHIBIT B
TERMS OF PAYMENT
The Oakland Unified School District
For
For the Caminos Program

I. Budget (7/1/22 -6/30/23)

Refugee & Immigrant Transitions Budget

1. Personnel	Amount
Intern Stipends	
Intern Reimbursement to Defray Setup Costs	
Supervisor Stipends	
Sub-Total Personnel	
2. Operating Costs	
Other Administrative Costs	
Sub-Total Operating Costs	
Total Direct Costs	
Indirect Costs (10%)	\$0
Total Program Budget	\$20,650

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$20,650**. Funds shall be used solely in support of the Unaccompanied Immigrant Youth program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement.
2. Contractor shall invoice County for actual expenses incurred, not exceeding \$5162.50 per quarter. The final quarter invoice for each fiscal year shall reflect actual expenses incurred, not exceeding the remaining balance of the contract. After review, the Center for Healthy Schools & Communities staff must sign off on invoice for payment. Contractor shall submit final invoice no later than July 15, 2023.
3. County shall process invoice submitted for reimbursement by contractor within forty five (45) days of receipt of invoice, submission of acceptable quarterly report status and evaluation reports as defined in Exhibit A of this Agreement and any other back up documentation as requested.
4. Contractor shall claim no more than 14.9% of charges for administrative overhead costs.
5. Contractor shall submit a budget for FY21-22 that includes other funding sources that are leveraged to implement the program by June 2023.

III. Invoicing Procedures

Contractor shall invoice County quarterly, preferably via email. Invoice with remittance address, an original signature, invoice number, PO number, and service period must be accompanied by required quarterly report.

Invoice should be sent via email to: Jasmine Gonzalez: [Jasmine.Gonzalez@acgov.org]

Quarterly report should be submitted to:
Jasmine Gonzalez [Jasmine.Gonzalez@acgov.org]

If necessary, Invoice can be mailed to:
Attn: Jasmine Gonzalez/Connie Yale
Center for Healthy Schools & Communities
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Northern California ReLIEF **CERTIFICATE OF COVERAGE** Issue Date 8/31/2021

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 Robyn Tryon
 rtryon@keenan.com
 LICENSE # 0451271
 510-986-6781 x8177

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLIEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 440
 Oakland CA 94607

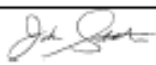
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDERS RISK	NCR 01711-13	7/1/2021 7/1/2022	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to Master Contract #900322, Procurement Contract #22193, between the County of Alameda and the Oakland Unified School District for the Camino Program (formerly the Unaccompanied Immigrant Youth Program) through 8/30/2022.

CERTIFICATE HOLDER:
 Alameda County Health Care Services Agency
 1000 San Leandro Blvd., Suite 300
 San Leandro CA 94577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


 John Stephens
 AUTHORIZED REPRESENTATIVE

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-13	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Alameda County Health Care Services Agency
1000 San Leandro Blvd, Suite 300
San Leandro CA 94577

As Respects:

As respects to Master Contract #900322, Procurement Contract #22193, between the County of Alameda and the Oakland Unified School District for the Caminos Program (formerly the Unaccompanied Immigrant Youth Program) through 6/30/2022.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are included as an Additional Covered Party. This coverage shall be Primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



Authorized Representative

Issue Date: 8/31/2021

CERTIFICATE NO.

ISSUE DATE

WC-4165

CERTIFICATE OF COVERAGE

08/31/2021

**PUBLIC RISK INNOVATION,
SOLUTIONS, AND MANAGEMENT**

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 8460
NEWPORT BEACH, CA 92668-8460
PHONE (949) 758-0271 / FAX (919) 699-0901
LICENSE #0C36881

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of Insurers**

Member:

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: REBECCA LITTLEJOHN
1000 BROADWAY SUITE 440
OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT FOR ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY AND CAMIONS PROGRAM.

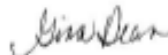
Certificate Holder

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD SUITE 300
SAN LEANDRO, CA 94577

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

**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.

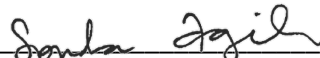
If there are any exceptions to this certification, insert the exceptions in the following space.

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.

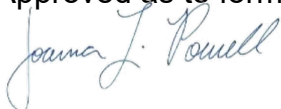
Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.


CONTRACTOR: Oakland Unified School District

PRINCIPAL: Sondra Aguilera TITLE: Acting Superintendent

SIGNATURE:  DATE: 8/10/2022

Approved as to form by OUSD Staff Attorney Joanna Powell on 9/20/22.



 11/10/2022
Gary Yee, President, BOE


 11/10/2022
Sondra Aguilera, Acting Superintendent & Secretary, BOE

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Unified School District, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any

instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* 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 Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written

contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
 - I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
 - J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
 - K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
 - L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
 - M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.
- VI. INDIVIDUAL CONTROL OVER PHI**
- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
 - B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

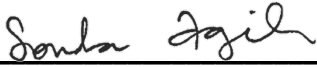
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and

successors.

- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). 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 Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

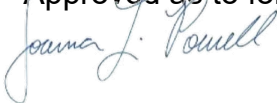
Name: Oakland Unified School District

By (Signature): 

Print Name: Sondra Aguilera

Title: Acting Superintendent

Approved as to form by OUSD Staff Attorney Joanna Powell on 9/20/22.





11/10/2022

Gary Yee, President, BOE



11/10/2022

Sondra Aguilera, Acting Superintendent & Secretary, BOE



Board Office Use: Legislative File Info.	
File ID Number	22-1023
Introduction Date	5/11/22
Enactment Number	22-0861
Enactment Date	5/25/2022 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date May 11, 2022

Subject Master Agreement First Amendment to Master Agreement for School-Based Support Services with County of Alameda

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *The District and the County agree to work together to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in District schools. The programs to be covered include Full-Service Community Schools, School-Based Behavioral Health, School Health Services, Youth Wellness/Leadership, and Family Partnership.*

Term Start Date: 10/1/2020 End Date: 09/30/2025

Not-To-Exceed Amount \$0.00

Competitively Bid No
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind Contributions *District staff will participate in meetings, trainings, submit applications for funding as described herein.*

Funding Source(s) *No Fiscal Impact*

Background

The District and County recognize the importance of a coordinated system of school health programs to leverage collective education and health expertise, maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible. Since the previous master contract with the County of Alameda focusing on school-based support services expired in 2020, District and County staff have been negotiating a new agreement.

The original version of this new agreement was written with the term of March 1, 2021 through February 28, 2022. After the county ratified the new agreement but before the District had done so, it was decided that the term of the agreement should be changed to October 1, 2020 through September 30, 2025 so the First Amendment to Master Agreement was added to do so

This packet contains the original Master Agreement and the First Amendment changing the effective dates to be approved at the same time by the Board.

Attachment(s)

- Master Agreement Between the Oakland Unified School District and the County of Alameda Related to School-Based Support Services
- First Amendment to Master Agreement Between the Oakland Unified School District and the County of Alameda Related to School-Based Support Services.

**MASTER AGREEMENT
BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE COUNTY OF ALAMEDA
RELATED TO SCHOOL-BASED SUPPORT SERVICES**

This Agreement is made and entered into by and between the Oakland Unified School District ("DISTRICT" or "OUSD") and the County of Alameda on behalf of its Health Care Services Agency ("COUNTY")

RECITALS

Whereas the mission of the DISTRICT is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day; and

Whereas the DISTRICT, through the Community Schools and Student Services Department, leverages community partnerships and resources so that DISTRICT schools become hubs of support and opportunity for the students, families, and community members; and

Whereas the DISTRICT, through the Office of Post-Secondary Readiness, provides linked learning opportunities to ensure our students are prepared for college, career, and community success; and

Whereas the DISTRICT, through the Programs for Exceptional Children Department, ensures a high-quality and equitable education for students who have learning disabilities or exceptional mental or physical needs; and

Whereas the DISTRICT, through the Nutrition Services Department, ensures high quality, healthy school meals and support programs to increase access to healthy foods; and

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA") and

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), Center for Healthy Schools and Communities ("CHSC") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health, health related work based learning and internships and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and

Whereas the DISTRICT and COUNTY recognize that Full Service Community Schools are an effective strategy for coordinating school partnerships, programs, and resources to achieve equitable outcomes for students, families, and communities: and

Whereas the goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury and violence prevention, youth and career development, technical assistance and public health coordination, and coordination with probation and social services; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they create a multi-tiered system of support with a focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. In response to high levels of family and community violence, school based health and wellness services are trauma informed. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus or virtually through school-based providers can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, in person or through distance learning, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services, through in person or virtual platforms, to DISTRICT students in order to foster learning and healthy development among the children of Oakland; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to leverage collective education and health expertise, maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

I. PURPOSE OF AGREEMENT.

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the Oakland Unified School District, including the adoption and implementation of virtual health services.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, in accordance with Section XI below, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

II. TERM OF AGREEMENT; AMENDMENT.

The term of this agreement shall be from March 1, 2021 -February 28,2026, unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

This Agreement may be amended by a writing signed by both parties.

III. SCHOOL HEALTH INITIATIVES.

A. Full Service Community Schools

DISTRICT and ACHCSA will collaborate to build the infrastructure of key school health initiatives operating within the DISTRICT's Full Service Community Schools (FSCS), which serve the whole child, invite the community in, and extend the boundaries into the community in order to accelerate academic achievement and student, family, and community success. DISTRICT and ACHCSA will strive to continually improve this FSCS infrastructure, including but not limited to adding both in-person and virtual supports.

DISTRICT and ACHCSA will work in partnership to address the needs of priority populations through training of DISTRICT and ACHCSA staff, development of strategic initiatives, and fund development for targeted programming. Priority populations that have been identified include newcomer families/unaccompanied immigrant youth (UIY), families experiencing homelessness, foster youth, and justice-involved youth.

The FSCS initiative involves the following services:

1. Health and Wellness Consultants (HWC)

CHSC Health and Wellness Consultants (HWC) work with DISTRICT leadership and partners to determine health and wellness priorities and develop a plan for implementation as well as ongoing assessment. Services include coaching and consultation, facilitated communities of practice, trainings and workshops, and ready-to-use toolkits. HWCs also help facilitate partner collaborations, focusing on infrastructure and skill-building.

2. COST

CHSC staff work closely with DISTRICT staff at both DISTRICT and site levels, in person and/or virtually, to help facilitate COST by collaborating with key partners and providing training, tools, ongoing technical assistance, and student follow up. Having a strong

COST enables each school to identify and address student needs holistically, ensuring that the overall system of supports works effectively, and that all students get the services they need.

B. School Based Behavioral Health

DISTRICT and ACHCSA collaborate to administer School Based Behavioral Health Services ("SBBH") to promote the healthy social-emotional development of students and to address behavioral health-related barriers to learning experienced by students. These HWS are provided at a variety of DISTRICT sites, both in-person and/or virtually, and through DISTRICT linked activities and programs.

This includes school based mental health clinicians; mental health consultation training for teachers, staff, administrators, and parents; and development and improvement of referral and service coordination systems, such as Coordination of Services Teams (COST), internship programs, and consultation on school-wide efforts to create positive, culturally inclusive school environments.

The following is a list of services related to a multi-tiered system of behavioral health support and services that the COUNTY, or entities it contracts with, may provide.

1. Individual, group, family, milieu counseling
2. Intake/assessment
3. Crisis intervention (on an ad hoc basis in emergency situations)
4. Case management
5. Social emotional coaching for District staff
6. Substance abuse counseling and treatment (provided by appropriate substance abuse counseling staff)
7. Linkages to psychiatry
8. Educationally Related Mental Health Services (ERMHS) in a Counseling Enriched Special Day Class (CESDC). CESDC programs are defined as self-contained special day class program with a therapeutic component designed to enhance emotional resiliency in students with specific, identified deficiencies in order to help them access the general curriculum to the best of their ability. Mental health services and interventions in a CESDC program are provided through the provisions set forth in the Special Education Local Planning Area (SELPA) Memorandum of Understanding with Behavioral Health and the District. Under that SELPA agreement, ERMHS services may be provided by a Licensed Practitioners of the Healing Arts (license eligible or waived) and other adjunct staff who provide supports with implementing an individualized education plan.

9. Positive school climate intervention
10. System transformation support as defined as coordinating/collaborating with all SBBH providers at the site to deliver all 3 Tiers of SBBH services, ensuring school staff & parents are informed about and utilize supports provided in the school, participating/supporting in Coordination of Services Team at school sites.

Support for priority populations, including newcomer families/unaccompanied immigrant youth (UIY), families experiencing homelessness, foster youth, justice-involved youth are key priorities for both the DISTRICT and the COUNTY. Services and support for priority populations happens across all of the HWS continuum. The COUNTY, through CHSC, provides customized training, coaching, and consultation to build the capacity of district staff, educators, and service providers to support UIY. CHSC convenes local providers to create a supportive network for UIY and their families and oversees a UIY Care Team that provides direct services to UIY at schools and virtually in Alameda County, including working closely with the DISTRICT. CHSC on site staff provide direct service and resource coordination with School staff to support UIY, homeless and foster youth.

C. School Health Services

DISTRICT AND ACHCSA collaborate to administer a range of School Based Health and Wellness Services (“HWS”) that promote the overall health and wellbeing of students, including medical services, dental services, behavioral health services, nutrition services, health education and promotion services, injury prevention, youth and career development, data and evaluation and other services. HWS are offered by the DISTRICT and ACHCSA and its contract providers and are provided in-person and/or virtually.

School-Based Health Centers (“SBHCs”) are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA and no-cost MOUs with DISTRICT to provide HWS on school sites, and virtually, throughout the DISTRICT.

The HWS initiative involves the following services:

1. Medical Services:

The following is a list of medical services the COUNTY, or entities it contracts with, may provide at SBHCs.

- a. First aid, triage and urgent care services
- b. Management of chronic conditions, including coordination with DISTRICT School Nurses,

- c. Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.
- d. Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- e. Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine physical exams; birth control methods counseling, to the extent allowed by law
- f. Clinical Health Education, e.g., one-on-one and/or group counseling for a specified health issue based on a range of topics including healthy relationships, sexual and reproductive health, healthy eating, nutrition and physical activity, etc.
- g. Referrals to occupational and physical therapy based on physician diagnosis
- h. Medical screening and management, which may include:
 - (1) Laboratory testing
 - (2) HIV Testing
 - (3) Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
 - (4) Covid-19 Testing
 - (5) Review of prescriptions and monitoring
 - (6) Assured linkage to primary care physicians Referrals to outside providers as appropriate

2. *Health and Nutrition Education & Promotion Services:*

The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide to students in the areas of health and nutrition education.

- a. Individual counseling
- b. Group counseling and support groups
- c. Classroom/Virtual presentations as approved by DISTRICT. All health education/promotion presentations will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.
- d. School-wide assemblies, health fairs, virtual town halls, and other events in coordination with the DISTRICT through the school site administrator.

- e. Peer health education and/or Youth Advisory Board as approved by DISTRICT. All peer health education and/or Youth Advisory Boards will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.
- f. Coordinate with DISTRICT to enhance nutrition programs, programs and services for students, staff, and families, such as trainings, demonstrations, and direct education. These activities should be approved and coordinated through the DISTRICT and site administrator or their designated liaison.

3. *Behavioral Health:* See SBBH section above.

4. *Dental Services:*

Dental Services are provided through SBHCs. Mobile dental health services are also coordinated through the DISTRICT Oral Health Collaborative, convened by the ACPHD's Office of Dental Health. The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide related to dental health. Some dental services, like referral navigation and coordination, may be conducted virtually.

- a. Dental screening, cleaning, fluoride and sealant provisions, restorative care/treatment
- b. Dental education and instruction
- c. Dental exams, preventative services, and treatment, as appropriate
- d. Referrals and coordination for treatment and follow-up care that cannot be provided on site

5. *Vision and Optometry Services:*

Vision services are provided through SBHCs, and other partnerships, and some of which may be completed virtually, include:

- a. Vision screenings
- b. Vision exams, preventative services and prescriptions
- c. Vision case management, follow-up and referrals

6. *Injury and Violence Prevention:*

The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide or arrange for related to educating students on the prevention of injuries, either in person or virtually.

- a. Violence prevention activities, which may include, conflict mediation and resolution, case management, training, and crisis de-escalation
- b. Safe Routes to Schools

- c. Bicycle and helmet education and demonstration through safety assemblies and technical assistance.
- d. Programs to prevent interpersonal violence including Bully Prevention, Teen Dating Violence Prevention, Commercial and Sexual Exploitation of Minors prevention/education, and LGBTQ support services.
- e. Recruitment, training, maintenance, and stipends of school safety patrols.

D. Youth Wellness/Leadership

DISTRICT and ACHCSA collaborate to facilitate a variety of Youth Wellness and Health Work Based Learning Experiences to promote the wellness, leadership, and success of students. A major part of this strategy is to build the capacity of community-based “anchor” organizations to integrate and coordinate services with schools and school districts.

The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.

1. Youth Wellness Leadership & Mentorship - School-Based and School-Linked programs that provide supports and opportunities to promote the success and well-being of students and their families. Youth and family supports include five programs within the countywide Youth and Family Opportunity Initiative plus the Youth UpRising Youth Center.
2. Work based Learning Experiences - Health Work Based Learning Experiences are offered through ACHCSA, including Alameda County Health Career Pipeline Program (ACHPP), staff to link learning in the workplace to learning in the classroom (in person and/or virtual/distance learning) to engage students more fully and increase access to future educational & career opportunities. This includes internships/externships with COUNTY agencies, businesses and organizations in the community, and the School Based Health Centers.
3. Arts, media and expression programming
4. Peer Health Education

E. Family Partnership

DISTRICT and ACHCSA collaborate to administer the Family Resource Center Health and Wellness Supports and other Social Services Programs through the OUSD Central Family Resource Center.

The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide or arrange for related to the area of enrollment in health coverage and social services programs.

1. Provide staff from HCSA to conduct health coverage, CalFresh, CalWorks, enrollment through OUSD Central Family Resource Center and site-based and/or virtual enrollment. Other programs of the Central Family Resource Center include,
 - a. Case management and referral to local health and social services.
 - b. Coordination with Alameda County Community Foodbank to provide site-based food access programs and referral to food access programs.
 - c. Programs to support family skills-building, such as English as a Second Language classes and early learning play groups.
2. Conduct face-to-face and/or virtual outreach to families to inform them of programs that they may be eligible for participation.
3. Family navigation services and other targeted individualized or small-group supports for high-need families, including priority populations such as newcomer families, families experiencing homelessness, and foster families/youth.”

IV. COUNTY OBLIGATIONS.

The COUNTY will provide the categories of HWS described above, through its staff, contract providers and other resources, to DISTRICT students and schools for DISTRICT school sites in person and/or virtually. COUNTY shall partner with DISTRICT to identify school sites where HWS will be located and on planning and coordination of comprehensive HWS, and, when appropriate, provide consultation to DISTRICT on delivery of HWS systems. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY.

V. DISTRICT OBLIGATIONS

DISTRICT shall fully participate and work with COUNTY

1. in developing coordinated and integrated school based services;
2. in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS;
3. on grant development, financial leveraging and resource deployment decisions that are directly related to the parties' joint efforts with respect to providing health and support services;
4. to support school sites to identify a liaison for COUNTY and COUNTY staff and contractors providing HWS for each school site, in-person and/or virtually, in addition to assigning a DISTRICT liaison for key HWS program areas;

5. in providing appropriate, safe and code-compliant workspace(s) and use of available office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites when it is possible to provide on-site services;
6. reliable internet access when COUNTY staff and/or contracts are providing on-site services; and
7. in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT for all on-site service delivery sites.

For all DISTRICT property being used for SBHCs, DISTRICT shall obtain fire clearance from the City of Oakland and ensure compliance with state and city fire codes, in order to ensure licensure through the California Department of Public Health and federal agencies of HWS facilities and services. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

VI. HWS - COUNTY SCOPE OF WORK

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available to all DISTRICT sites, either in person or virtually. The COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY, however, it is anticipated that the following services will be provided by the COUNTY or its contract providers:

A. Technical Assistance; Planning; Coordination:

The following is a list of services and professional assistance the COUNTY, or entities it contracts with, may provide for the planning and coordination of HWS.

1. Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Public Health Department.
2. Participate with DISTRICT health and wellness, school based behavioral health, and community partnerships leads towards the development of full service community schools and an integrated continuum of HWS that is compatible with the needs and resources of DISTRICT and COUNTY.
3. Recognize and respect the authority and autonomy of DISTRICT health and wellness staff in their delivery of HWS.
4. Work with DISTRICT to
 - (a) review program and needs assessment data
 - (b) determine program priorities

- (c) identify and develop shared frameworks to guide work and create tools to support implementation
 - (d) plan for sustainability of programs and initiatives \
 - (e) develop annual professional development and technical assistance plans.
 - (f) assess existing service gaps and plan and prioritize new HWS for DISTRICT students.
5. Collaborate with the DISTRICT in the development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
 6. If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
 7. Collaborate with DISTRICT to establish standards and expectations for the type, quantity, and modality of school based behavioral health services and supports, and assist DISTRICT in monitoring these targets are met annually.
 8. Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
 9. Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
 10. Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).
 11. Consult with DISTRICT to develop and implement an annual quality review and performance improvement plan process to hold ACHCSA contractors accountable around deliverables included in COUNTY contracts.
 12. DISTRICT and ACHCSA representatives to assist youth and families involved in the Juvenile Justice System who have been identified as in need of health and wellness services.
 13. Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.
 14. Provide DISTRICT annually with information on COUNTY programs and services provided to OUSD students and families. This directory will identify the provider, location and scope of each program or service.

15. DISTRICT will inform COUNTY and its subcontractors of DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which COUNTY and its subcontractors will comply with.

VII. HWS - DISTRICT Scope of Work

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of resources, as determined by the DISTRICT, however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

A. Technical and Material Obligations:

The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

1. DISTRICT will provide permanent on-site workspace for providers of SBHCs, Clinical Case Managers, and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.
2. District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
3. Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
4. Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

B. Planning, Coordination, Administrative Obligations, and Personnel:

The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

1. Participate with COUNTY staff in the development of an integrated continuum of HWS that is compatible with the needs and resources of DISTRICT and COUNTY.

2. Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS.
3. Facilitate and promote the coordination and partnership between DISTRICT school nurses and COUNTY and its contractors by creating a seamless referral and follow-up system.
4. If requested, participate in panel interviews for the hiring of COUNTY staff and staff of agencies that the COUNTY contracts with related to HWS.
5. Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
6. DISTRICT school site will be responsible for designating a staff person, such as Principal, Assistant Principal, or Community School Manager, to serve as liaison to coordinate with providers of HWS and support coordination of services.
7. Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and other logistics that ensure smooth and effective services.
8. Facilitate the development of Memoranda of Understanding between ACHCSA contractors and OUSD to ensure all organizations working in and with schools are properly indemnified.

C. Services provided by DISTRICT to SBHCs:

The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

1. Maintain the SBHC facilities located on DISTRICT-owned property in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
2. Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel at no cost to COUNTY or its contractors unless specifically agreed to in writing.
3. Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to this Master Agreement (e.g., make appropriate referrals, maintain regular communication around coordination of services, etc.).

VIII. COMMUNICATION AND DECISION-MAKING

- A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the development of full service community schools and the provision of HWS.
- B. COUNTY herein establishes The Center for Healthy Schools and Communities (CHSC) on behalf of the COUNTY and Community Schools and Student Services on behalf of the DISTRICT as the co-leads for the development of school health initiatives (SHI and implementation of HWS and the provisions of this Master Agreement.
1. As such, the Center for Healthy Schools and Communities and OUSD Community Schools and Student Services will co-convene regular meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties. Meeting structures and dates will be determined annually.
 2. This coordination body agrees to collaborate on the following School Health Initiative components: (a) Full Service Community Schools (b) School Health Services (c) School-based Health Centers (d) School-based Behavioral Health Services (e) Youth Wellness and Leadership (f) Family Partnership.
 3. COUNTY and DISTRICT will convene meetings each quarter to discuss partnership status, address any issues impeding partnership, and co-plan activities to support the partnership including training and programming.
 4. COUNTY and DISTRICT will convene troubleshooting meetings as needed and will make staff available to meet on any issues that may arise that affect the partnership and/or provisions in this Master Agreement. Issues can include, but are not limited to:
 - a. COUNTY staff/contractor issues at sites
 - b. Critical incident debriefing related to any services/provisions within this Master Agreement.
 - c. Non-adherence to Master Agreement

In the case where other COUNTY departments and/or contractors are involved, CHSC will support the engagement of said department representatives/contractors in troubleshooting meetings.
 5. COUNTY and DISTRICT agree that for any disagreements, conflicts, or disputes that arise regarding any component of this Master Agreement will first be brought for discussion and deliberation by the OUSD Executive Director, Community Schools Student Services, CHSC Director/Director of Child and Youth Initiatives or equivalent.

If conflicts arise that cannot be resolved by the aforementioned partnership team or if there are larger policy issues/questions that need resolution, these will be moved up to

the next levels in the respective organizations , that being OUSD Superintendent and ACHCSA Director.

6. COUNTY and DISTRICT agree to commit to an annual (1x/year) review of the Master Agreement. Either OUSD or ACHCSA can ask for a joint review of the Master Agreement at any time.

DISTRICT and COUNTY both must agree upon any changes to the Master Agreement. Any modification of this Agreement will be effective only if it is in writing signed and dated by authorized representatives of all parties to this Agreement.

The Master Agreement remains in place as is, unless any changes are agreed upon. In this case, the Master Agreement will have a notation of the date the changes were agreed upon and instituted.

7. The DISTRICT and COUNTY acknowledge the complexity around communication and decision-making in a multi-agency, public-private partnership structure. This complexity is due to differing, and sometimes competing regulatory mandates, for each of the partner organizations/institutions. The DISTRICT and COUNTY agree to not compel one another, or their respective contractors, to abide by regulatory mandates that are in conflict with their organizational regulatory mandates.

IX. TERMINATION

A. Notice of Termination and Default Remedies:

In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in their performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in their performance. If after 30 days COUNTY fails to cure the deficiency in their performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in their performance. If after 30 days DISTRICT fails to cure the deficiency in their performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

- B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

X. FINANCIAL PROVISIONS.

- A. COUNTY and DISTRICT will convene an annual resource and financing planning meeting(s).

COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.

- B. COUNTY shall provide all HWS without cost to DISTRICT students,
- C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.
- D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.
- E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.
- F. DISTRICT will provide salary information and conduct time study activities for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.

G. Capital Improvement

COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS.

The DISTRICT and COUNTY and COUNTY CONTRACTORS will collaborate on planning and design for any capital improvements undertaken on DISTRICT property intended for use by COUNTY contractors and staff, including school-based health centers.

XI. CONFIDENTIALITY AND INFORMATION EXCHANGE

A. Confidentiality

- 1. DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.
- 2. DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family

Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

3. ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of Section XI of this Agreement and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.
4. DISTRICT agrees that it is a "Business Associate" of the County, as that term is defined in the federal regulations implementing HIPAA. As such, District hereby provides satisfactory assurances to County that protected health information will be appropriately safeguarded through the execution of this Agreement which contains documentation of such assurances as set forth in Exhibit 1 of this Agreement, in compliance with 45 C.F.R. 164.504(e).

B. Information Sharing

1. DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.
2. Upon request, DISTRICT shall provide individual student information from its pupil records to COUNTY and its contractors for the purpose of facilitating provision of HWS and work based learning experiences and internships, in accordance with and to the extent allowed by FERPA and other federal and state law.
3. To facilitate full exchange of information, DISTRICT and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or, health information pursuant to federal and state law.
4. Upon request, DISTRICT shall provide access to individual student information for research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new research and evaluation proposals to DISTRICT's Research and Assessment Department for approval, in accordance with RAD's protocols, as well as the requirements of FERPA and other federal and state law.

5. Upon request, for purposes of evaluation, service enhancement and maximizing available funding, DISTRICT shall provide de-identified aggregate school data to COUNTY, in accordance with FERPA and other federal and state law.
6. Upon request, DISTRICT will provide SBHC licensed personnel with access to the school nurse's health records and the school nurse will have access to SBHC medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to SBHC personnel as permitted by state and federal law and shall provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.
7. ACHCSA and its contract providers shall provide health information and work based Learning (WBL) and internships from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS and WBL and internships, in accordance with and to the extent allowed by HIPAA and other federal and state law.
8. ACHCSA and its contract providers shall provide access to individual information for research and evaluation purposes, in accordance with and to the extent allowed by HIPAA and other federal and state law. For purposes of evaluation, service enhancement and maximizing available funding, ACHCSA may provide de-identified aggregate data to COUNTY and DISTRICT, in accordance with HIPAA and other federal and state law.
9. COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team," as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code section 18986.46 and subject to the limits and provisions of other federal and state law.
10. DISTRICT AND COUNTY shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

C. Ownership and Retention of Records

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

D. Training and Orientation

COUNTY and DISTRICT shall collaborate to create and implement an annual professional development plan for SBHC Directors and Providers, School Based Behavioral Health Providers, Community School Managers, and COST Coordinators, including orientation to COUNTY and DISTRICT policies and procedures.

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

XII. INDEMNIFICATION

A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its Board of Supervisors, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on DISTRICT property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.

B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel

(including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.

- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.
- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

XIII. INSURANCE

A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:

1. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
2. COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
3. WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
4. PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented ; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
5. MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees,

volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "ANII" in Best Insurance Rating Guide, the following policies of insurance:

1. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
2. COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
3. WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
4. PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
5. MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance,

in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

XIV. PROVIDER PROVISIONS.

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.
- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 - 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 - 11174.

XV. DISPUTE RESOLUTION.

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights

and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.

XVI. GENERAL TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR:

No relationship of employer and employee is created by this Agreement; it is understood and agreed to that no DISTRICT staff, or individuals hired or contracted with by DISTRICT, is an agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by DISTRICT staff nor for any obligations or liabilities incurred by DISTRICT. It is also understood and agreed that no COUNTY staff, or individuals hired or contracted with by COUNTY, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by COUNTY staff nor for any obligations or liabilities incurred by COUNTY.

No party's staff, or individuals hired or contracted with by a party, shall have any 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, unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

B. CONFORMITY WITH LAW AND SAFETY:

1. In performing services under this Agreement, each party 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. Each party shall indemnify and hold the other harmless from any and all liability, fines, penalties and consequences from any of the parties' failures to comply with such laws, ordinances, codes and regulations.
2. Accidents: If death, serious personal injury or substantial property damage occurs in connection with performance of this Agreement, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT 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 DISTRICT's sub-Contractor, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff was involved.
3. DISTRICT 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.

4. Coronavirus/COVID-19. Through its execution of this Agreement, the DISTRICT and COUNTY declare that they are able to meet their obligations under this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

5. COUNTY and DISTRICT agree that they shall cooperate and coordinate with each in order to comply with all applicable local, state, and federal health and safety regulations regarding COVID-19.

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

1. By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party 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.
2. By signing this agreement, each party certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (b) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulation, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

D. NOTICES:

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

1. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

2. 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.
3. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/OHL 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.
5. 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:

Andrea Bustamante,
Executive Director, Community Schools & Student Services
andrea.bustamante@ousd.org

Colleen Chawla
Agency Director, Alameda County Health Care Services Agency
colleen.chawla@acgov.org

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.

E. CHOICE OF LAW:

This Agreement shall be governed by the laws of the State of California.

F. 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.

G. 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 DISTRICT 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.

H. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

I. 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.


J. SURVIVAL:

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph XII), and Ownership of Documents (Paragraph XI.C) shall survive termination or expiration.

K. 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.

On behalf of our respective institutions or organizations, we hereby execute this Agreement.

DocuSigned by:

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Date: 7/19/2022

Colleen Chawla, Director
Alameda County Health Care Services Agency




Date: 5/26/2022

Kyla Johnson-Trammel, Superintendent
Oakland Unified School District



Date:
5/26/2022


Gary Yee
President, Board of Education
Oakland Unified School District



Date: 5/26/2022

Kyla Johnson-Trammell
Secretary, Board of Education
Oakland Unified School District

APPROVED AS TO FORM Joshua
Daniels, General Counsel
Oakland Unified School District

DocuSigned by:

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Carrie Rasmussen
Attorney

APPROVED AS TO FORM
DONNA R. ZIEGLER, County Counsel

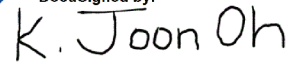
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BY:
K. Joon Oh
Deputy County Counsel

EXHIBIT 1

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Unified School District, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical

Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

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

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* 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 Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a

subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

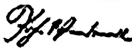
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). 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 Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the

protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

Name: Oakland Unified School District

By (Signature): 

Print Name: Kyla Johnson-Trammel

Title: Superintendent

EXHIBIT 2

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: Oakland Unified School District

PRINCIPAL: Kyla Johnson-Trammel

TITLE: Superintendent

SIGNATURE:  DATE: 5/26/2022

FIRST AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE COUNTY OF ALAMEDA
RELATED TO SCHOOL-BASED SUPPORT SERVICES

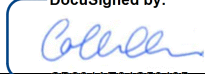
For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Oakland Unified School District (OUSD) and the County of Alameda on behalf of its Alameda County Health Care Services Agency (County), (collectively, the "Parties"), agree to amend the Master Agreement Between the Oakland Unified School District and the County of Alameda Related to School-Based Support Services (hereinafter, "Master Agreement" or "Agreement") executed by the Parties in 2022.

The Parties agree, through this amendment (hereinafter, the "First Amendment"), to amend the Agreement by extending the term of the Agreement retroactively, specifically bringing the start date from 3/1/2021 to 10/1/2020 (an extension of 5 months), with the new expiration date of 9/30/2025. As a result, the revised term of the Master Agreement is from 10/1/2020 to 9/30/2025 for five years. This extended term will provide coverage for the period of 10/1/20 to 2/28/21, which is the period after the expiration of the previous master agreement while this Master Agreement was under negotiation and being finalized. This extension shall become effective upon execution of this First Amendment by authorized representatives from both Parties.

Other than as expressly modified by this First Amendment, all other terms and conditions of the Master Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Master Agreement. By signing below, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.

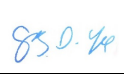
COUNTY OF ALAMEDA

DocuSigned by:
By  Date 7/19/2022
Signature

Name _____

Title _____

OAKLAND UNIFIED SCHOOL DISTRICT

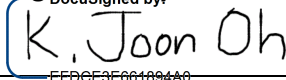
By  Date 5/26/2022
Signature

Name Gary Yee

Title President, Board of Education
Oakland Unified School District

APPROVED AS TO FORM

Donna R. Zielger, County Counsel

DocuSigned by:
By  Date _____
Signature

Name K. Joon Oh

OAKLAND UNIFIED SCHOOL DISTRICT

By  Date 5/26/2022
Signature

Name Kyla Johnson-Trammell

Title Deputy County Counsel

Title Secretary, Board of Education

APPROVED AS TO FORM
Joshua Daniels, OUSD General Counsel

By Carrie M. Rasmussen Date 4/11/2022
DocuSigned by:
B78D810A96FE4E9 Signature

Name Carrie Rasmussen

Title Attorney

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

CERTIFICATE NO.

ISSUE DATE

GL2-50	AI	CERTIFICATE OF COVERAGE	06/25/2021
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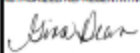
<p>Public Risk Innovation, Solutions, and Management C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 8460 NEWPORT BEACH, CA 92668-8460 PHONE (949) 758-0271 / FAX (949) 899-0901 LICENSE #0C38881</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandum of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED BY: A- Public Risk Innovation, Solutions, and Management</p>
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<p>Member: ALAMEDA COUNTY 125 - 12TH STREET, 3RD FLOOR OAKLAND, CA 94607</p>	<p>COVERAGE AFFORDED BY: B</p> <p>COVERAGE AFFORDED BY: C</p> <p>COVERAGE AFFORDED BY: D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	Excess General Liability	PRISM 21 GL2-01	07/01/2021	07/01/2022	Difference between \$1,000,000 and Member's Self-Insured Retention of \$1,000,000 and/or applicable additional member and pooled layers of coverage Completed Operations Aggregate Applies Progress Aggregate Applies
	Excess Auto Liability				

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS MASTER AGREEMENT BETWEEN ALAMEDA COUNTY AND OAKLAND UNIFIED SCHOOL DISTRICT TO PARTNER IN SCHOOL BASED HEALTH AND WELLNESS SERVICES TO STUDENTS IN THE OAKLAND UNIFIED SCHOOL DISTRICT.
 OAKLAND UNIFIED SCHOOL DISTRICT, ITS OFFICERS, EMPLOYEES, VOLUNTEERS OR AGENTS ARE INCLUDED AS ADDITIONAL PARTIES, BUT ONLY IN SO FAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.
 COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS SUBJECT TO TERMS, CONDITIONS, AND EXCLUSIONS OF THE MEMORANDUM OF COVERAGE.

<p>Certificate Holder OAKLAND UNIFIED SCHOOL DISTRICT 1000 BROADWAY, STE 300 OAKLAND, CA 94607</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management</p>
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ENDORSEMENT NO. U-1
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 2
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

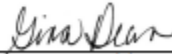
AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ Memorandum No.: PRISM 21 GL2-00
Issued to: ALL MEMBERS
Issue Date: June 25, 2021



Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE NO.

ISSUE DATE

WC-4165		CERTIFICATE OF COVERAGE			08/31/2021
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-6271 / FAX (949) 699-0901 LICENSE #0C36661		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be enclosed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
Member: OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN 1000 BROADWAY SUITE 440 OAKLAND, CA 94607		COVERAGE AFFORDED BY: A - See attached schedule of insurers			
		COVERAGE AFFORDED BY: B			
		COVERAGE AFFORDED BY: C			
		COVERAGE AFFORDED BY: D			
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT FOR ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY AND CAMIONS PROGRAM.					
Certificate Holder ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY 1050 SAN LEANDRO BLVD SUITE 303 SAN LEANDRO, CA 94577		Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS. AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solution, and Management			

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: Oakland Unified School District

PRINCIPAL: Kyla Johnson-Trammel

TITLE: Superintendent

SIGNATURE:  DATE: 5/26/2022

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Unified School District, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* 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 Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and

that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered

Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit

further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate’s use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). 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 Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

Name: Oakland Unified School District

By (Signature): 

Print Name: Kyla Johnson-Trammel

Title: Superintendent