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## 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

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**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

  
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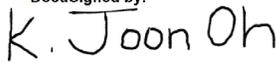
Date: 5/26/2022

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 to 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**

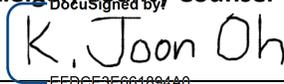
By  Date 5/26/2022  
Signature

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:

	<b>TYPE OF INSURANCE COVERAGES</b>	<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>— 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.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	

CERTIFICATE NO.

ISSUE DATE

GL2-50	AI	<b>CERTIFICATE OF COVERAGE</b>	06/25/2021
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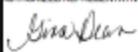
<p><b>Public Risk Innovation, Solutions, and Management</b>                  C/O ALLIANT INSURANCE SERVICES, INC.                  PO BOX 8460                  NEWPORT BEACH, CA 92668-8460                  PHONE (949) 758-0271 / FAX (949) 899-0901                  LICENSE #0C38881</p>	<p>THIS CERTIFICATE 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: <b>A- Public Risk Innovation, Solutions, and Management</b></p>
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<p><b>Member:</b>                  ALAMEDA COUNTY                  125 - 12TH STREET, 3RD FLOOR                  OAKLAND, CA 94607</p>	<p>COVERAGE AFFORDED BY: <b>B</b></p> <p>COVERAGE AFFORDED BY: <b>C</b></p> <p>COVERAGE AFFORDED BY: <b>D</b></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><b>Certificate Holder</b>                  OAKLAND UNIFIED SCHOOL DISTRICT                  1000 BROADWAY, STE 300                  OAKLAND, CA 94607</p>	<p><b>Cancellation</b>                  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES 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		<b>CERTIFICATE OF COVERAGE</b>		08/31/2021	
<b>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</b> 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: <b>A - See attached schedule of insurers</b>		
			COVERAGE AFFORDED BY: <b>B</b>		
			COVERAGE AFFORDED BY: <b>C</b>		
			COVERAGE AFFORDED BY: <b>D</b>		
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  EMPLOYER'S 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**