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Enactment Date	12-12-12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 12-12-12

Subject Master Contract - Alameda County Health Care Services Agency - Public Health Department (contractor) - 922/Family, Schools, and Community Partnerships (site/department).

**Action Requested** Approval of Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of September 1, 2012 through August 31, 2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Alameda County Public Health Department and the Family, Schools, and Community Partnerships will work together to implement the U.S. Department of Health and Human Services, Office of Adolescent Health, Teen Pregnancy Prevention Program (HHS-OAH TPP) to prevent and/or reduce teen pregnancy in the city of Oakland, California. The goal by working collaboratively with youth, teachers, school-based health centers, school day and after school staff, and community service providers is to coordinate and deliver evidence-based curriculum at selected middle school sites.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and Alameda County Public Health Department, San Leandro, CA, for the latter to provide services to implement a Teen Pregnancy Program to prevent and/or reduce teen pregnancy by working collaboratively with youth, teachers, school based health centers, school day and after school staff, and community service providers to coordinate and deliver evidence-based curriculum at Ascend, United for Success, Urban Promise Academy, Coliseum College Preparatory Academy, Melrose Leadership Academy, Roots International Academy, Bret Harte, Alliance Academy, Elmhurst Community Preparatory, Madison, Frick, Roosevelt, West Oakland, Edna Brewer, Montera, Westlake, Hillcrest, Sankofa, Greenleaf, LIFE and Claremont for the period of September 1, 2012 through August 31, 2013, at no cost to the District.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of September 1, 2012 through August 31, 2013.

**Fiscal Impact** Funding resource name: Funding for this program will be provided by the U.S. Department of Health and Human Services, Office of Adolescent Health, implemented by Alameda County for maximum reimbursement in the amount of \$28,132.00. No fiscal impact to District.

**Attachments**

- Master Contract
- Exhibits A through F

**COMMUNITY BASED ORGANIZATION  
Master Contract Exhibit A and B Coversheet**

Dept Name: PHD-FHS Vendor ID #: 32634 Board PO #: \_\_\_\_\_  
 Bus Unit: PHSVC Master Contract #: 900322 Procurement Contract #: \_\_\_\_\_ Budget Year: 2013

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350905	00000		PHG11FH31100	\$28,132	\$28,132

**Justification if partial encumbrance or liquidation requested:**

Federal Funds Waiver #: \_\_\_\_\_ Contract Maximum: \$28,132  
 Procurement Contract Begin Date: \_\_\_\_\_ Expire Date: \_\_\_\_\_  
 Period of Funding: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Department Contact: Jesus Verduzco Telephone: 510-481-3789 QIC Code: 42603  
 Contractor / Contract- \_\_\_\_\_  
 Project Name: Oakland Unified School District  
 Contractor Address: 2850 West Street, Oakland, CA 94608 BOS Dist. 3,4,5  
 Remittance Address: 2850 West Street, Oakland, CA 94608 Federal 94-6000385  
 Location # \_\_\_\_\_

Contractor Telephone: 510-639-4289 Fax #: 510-639-4289 E-mail(Signatory): Joanna.Locke@ousd.k12.ca.us  
 Contractor Contact Person: Joanna Locke E-mail(Contact): \_\_\_\_\_  
 Contract Service Category: Evidence Based Family Life Education  
 Estimated Units of Service: Not Applicable  
 Maximum Single Payment & Exceptions: Not Applicable  
 Method of Reimbursement (Invoicing Procedures): Actual monthly or quarterly costs in arrears

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$28,132				
Exhibit #					
Amount of Encumbrance	\$28,132				
File Date	June 26, 2012				
File / Item #	28244/7/12				
Reason					

Funding Source Allocation:	Federal / CFDA # ( )	State	County
	\$28,132		

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT**  
 By \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print or Type Name  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**CONTRACTOR**  
 By   
 Signature  
 Dr. Anthony Smith  
 Print or Type Name  
 Title Superintendent Date 2/27/13  
 By \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print or Type Name  
 Title \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Alameda County Public Health Department Health Education Work Plan
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	09/01/2012-08/31/2013
<b>Type of Services</b>	Health Education
<b>Contract Number (PO #)</b>	

**I. Program Name**

Office of Adolescent Health (OAH)-Teen Pregnancy Prevention (TPP)-Project HOPE (Helping Oakland Prevent Teen Pregnancy via Education)

**II. Contracted Services**

Contractor shall provide:  
Support the coordination and integration of evidence based teen pregnancy prevention health education with schools and OUSD academic programs.

**III. Program Information and Requirements**

**A. Program Goals**

Contractor shall provide support to the Alameda County Public Health Department to accomplish the following goals:  
By June 30, 2013, 2600 OUSD middle school students will participate in the evidence based health education classes using the "Making Proud Choices" Curriculum.

**B. Target Population**

Contractor shall provide support to the project for the following populations:

1. **Service Groups:** Support the Project HOPE Collaborative activities and efforts to provide evidence based teen pregnancy prevention services at the following OUSD Middle School sites: Ascend; United for Success; Urban Promise; Bret Hart; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Hillcrest; Melrose; CCPA; and Roots. Target population are students ages 10- 13 years of age.
2. **Program Eligibility**  
Contractor shall only serve 6<sup>th</sup> grade students in OUSD middle schools that obtain parent/ guardian consent.

**C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

## 1. **Program Design**

Contractor will meet all Family, School & Community Partnerships Department deliverables outlined in the Office of Adolescent Health TPP Project HOPE Work Plan. Contractor will help guide, inform and allocate district resources to Project HOPE Collaborative to ensure successful implementation of the *Making Proud Choices!* Program in OUSD middle schools.

A) ACPHD as Lead Agency will:

1) Coordinate, support and identify resources (e.g., trainings, publications, HHS updates, online information, etc.) for Project HOPE Collaborative (PHC) activities, meetings, and efforts to provide evidence based teen pregnancy prevention services as outlined in the Work Plan.

2) Provide staff training to support the implementation of evidence based curriculum at all OUSD middle school sites which include: Ascend; United for Success; Urban Promise; Bret Hart; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Hillcrest; Melrose; CCPA; and Roots.

3) Provide a liaison to the OUSD Family, Schools and Community Partnerships Department to support or to ensure effective implementation of the project in a variety of settings with fidelity.

4) Monitor progress reports with FSCP staff with technical assistance in planning, implementing, coordinating and evaluating interventions, compile data ensuring fidelity. Prepare and submit timely progress reports to the HHS-OAH TPP.

5) Participate in all TPP Region-wide Collaborative meetings and other scheduled collaborative activities as well as meetings identified by FSCP as relevant.

6) Coordinate the tasks and activities needed to meet expected results, comply and make progress toward objectives of the work plan.

7) Obtain parental/guardian consent and administer the local evaluation instrument to participants and submit completed evaluation surveys to local evaluator.

8) Cooperate with OUSD Evaluation requirements.

9) Adhere to the following staff requirements:

a. Proof of negative tuberculosis testing by PPD skin test within last 4 years. Any employee or subcontractor who has a positive PPD skin test will be required to provide ACPHD with evidence of a negative chest x-ray report taken within one(1) year of his/her initial date of participation in the Program.

b. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to ACPHD's services under this agreement. ACPHD certifies its compliance with these provisions as follows: "ACPHD certifies that EMPLOYEES and SUBCONTACTORS ("Employees") have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all employees, regardless of whether those employees are paid or unpaid, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that no employees has been convicted of a felony, as that term is defined in California Education Code section 45122.1. ACPHD further certifies that it has received and reviewed fingerprint results for each of its employees and has requested and reviews subsequent arrest records for all employees who may come into contract with OUSD pupils in providing services to under this Agreement."

B) The OUSD Families, Schools and Community Partnerships as a Partner Agency with the Office of Adolescent Health TPP Project HOPE will:

- 1) Support the Project HOPE Collaborative activities and efforts to provide evidence based teen pregnancy prevention services as outlined in the HHS-OAH TPP Work Plan at the following OUSD Middle School sites: Ascend; United for Success; Urban Promise; Bret Hart; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Hillcrest; Melrose; CCPA; and Roots.
- 2) Participate as needed in Project HOPE Collaborative meetings and other scheduled collaborative activities.
- 3) Direct and support collaborative PHC staff in identifying key school and district administrators and staff integral to project successful implementation of project.
- 4) Support the alignment of PHC activities with wider OUSD initiatives to ensure coordination and integration and sustainability.
- 5) Oakland Unified School District staff agrees to work in collaboration with other Project HOPE partners to ensure that the goals and objectives of the entire project are achieved.

**2. Service Delivery Sites**

Contractor shall assist with providing services at the following locations: Contractor support the provision of health education services at all Oakland Unified School District Middle Schools.

**D. Minimum Staffing Qualifications**

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

**IV. Contract Deliverables and Requirements**

**A. Process Measures**

Contractor shall provide the following services/deliverables:

Participate as needed in Project HOPE Collaborative meetings and other scheduled collaborative activities.

Direct and support collaborative PHC staff in identifying key school and district administrators and staff integral to project successful implementation of project.

Support the alignment of PHC activities with wider OUSD initiatives to ensure coordination, integration and sustainability.

Oakland Unified School District staff agrees to work in collaboration with other Project HOPE partners to ensure that the goals and objectives of the entire project are achieved.

**B. Outcome Measures**

Contractor shall meet the following outcomes: outlined in the Office of Adolescent Health TPP Project HOPE Work Plan. Attachment A-1.

## **V. Reporting and Evaluation Requirements**

### **A. Reporting Requirements**

Cooperate with all Federal Office of Adolescent Health requirements.

### **B. Evaluation Requirements**

N/A

## **VI. Additional Requirements**

### **A. Certification/Licensure**

N/A

### **B. Other Requirements**

No changes or revisions can occur to this contract unless a written modification is completed.

Payment may be withheld if objective(s) are not met, as stipulated in Exhibit B of this contract.

## **VII. Entirety of Agreement**

Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:

Contractor will meet all deliverables outlined in the Office of Adolescent Health TPP Project HOPE Work Plan. Attachment A-1

**Attachment A-1  
Year 3 Work Plan**

September 1, 2012 – August 31, 2013

Grantee Name: Project HOPE Collaborative Teen Pregnancy Prevention Initiative

Grant #: 6 TP1AH000014-02-01

Funds Requested: \$964,683

**Goal I:** To increase access to teen pregnancy prevention curriculum among at-risk, underserved youth ages 11-12, who live in high teen birth rate areas in Oakland.

**Strategy:** Conduct stakeholder outreach and engagement to secure buy-in and long-term support to implement *Making Proud Choices!* Program in Oakland Unified School District (OUSD) Middle Schools.

Objectives	Activities	Timeline												Measures of Accomplishment	Person Responsible	
		S	O	N	D	J	F	M	A	M	J	J	A			
<p>Objective 1: Conduct school outreach and <i>Making Proud Choices!</i> (MPC) planning meetings to develop customized implementation plans for each school.</p> <p>Objective Rationale: Develop and implement an outreach and engagement plan that is transparent and inclusive. Critical to meet with each school site leadership team to address program questions/concerns and respect individual school culture.</p>	<p>Activity 1: Coordinate with OUSD Complimentary Learning (CL) to send out MPC! Introduction letter and extend invitation to host a school site-planning meeting.</p>	X				X									<p><i>Making Proud Choices!</i> Program introductory letter and Parent Consent form</p>	<p>OUSD- Family, Schools &amp; Community Partnerships Department Health &amp; Wellness Director</p>
	<p>Activity 2: Identify key school administration and staff to invite to MPC! Planning meeting.</p>	X	X	X			X	X	X	X					<p>Site leadership names and contact information</p>	<p>OUSD-FSCP Health &amp; Wellness Director Coordinator Health Services OUSD</p>



	Activity 3: Schedule MPC! Planning meetings, and coordinate logistics with school contact leads.	X	X	X		X	X	X	X					Scheduled MPC! Planning meetings  Completed school site implementation plan that includes teaching schedule, and outreach activities	PHC TPP Program Director
	Activity 4: Revise and update MPC! Program packet and contact list.	X	X											MPC! Site binders with program information, copy of MPC! Curriculum, consent form, and teaching schedule	PHC TPP Program Director
	Activity 5: Plan and conduct a parent program overview with interested school sites minimum two weeks prior to implementing MPC! Curriculum.	X	X	X			X	X	X	X				MPC! Parent program overview scheduled for schools that request activity  Completed parent consent forms	PHC TPP Program Director, Girls Inc. Project Coordinator and AHS Project Coordinator
	Activity 6: Plan student outreach activities with interested school sites minimum three weeks prior to implementing MPC! Curriculum.	X	X	X	X	X	X	X	X	X				Trained peer health educator team  MPC! phone-a-thon outreach event scheduled for each school site	PHC TPP Program Director and Peer health educators



<p>Objective 2: Increase communication and strengthened collaboration among health educators, lead agencies/CBOs, OUSD Family, Schools &amp; Community Partnerships Department, and Alameda County School Health Services.</p> <p>Objective Rationale: Coordinate and leverage resources and support structures to successfully phase in full implementation of MPC! Program in all OUSD 18 middle schools.</p>	<p>Activity 1: Convene monthly lead agency/CBO planning meetings to discuss recruitment and retention of staff, monitoring of MPC! fidelity, and identify training needs/professional development opportunities.</p>	X	X	X	X	X	X	X	X	X																						<p>Completed facilitator observations</p> <p>Quarterly lead agency progress reports</p> <p>Scheduled trainings</p>	<p>PHC TPP Program Director, Girls Inc. and AHS Project Coordinators</p>
	<p>Activity 2: Convene quarterly PHC meetings to provide project progress updates, communication and dissemination efforts</p>	X			X				X					X																		<p>Meeting agendas, minutes and action plans</p>	<p>PHC TPP Program Director and attended by ACPHD, Girls Inc. and AHS Project Coordinators; School Health Services Coordinator and OUSD Family, Schools &amp;</p>



	Activity 2: Provide training and capacity building support opportunities	X			X				X					Scheduled trainings  Monthly peer learning/peer sharing exchanges	PHC TPP Program Director, Girls Inc. and AHS Project Coordinators
Objective 2: After completing the <i>Making Proud Choices!</i> Curriculum, at least 50-65% of students will have: <ul style="list-style-type: none"> <li>• Demonstrated increased understanding about how sexual decision-making will impact their goals and dreams.</li> <li>• Demonstrated increased knowledge about condom use.</li> <li>• Indicated increased positive attitudes/beliefs about condom use and other birth control methods.</li> <li>• Demonstrated increased knowledge about refusal and</li> </ul>	Activity 1: Conduct OAH required demographic questions and MPC! pre & post surveys	X	X	X	X		X	X	X	X	X			OAH performance measures  Completed pre/post MPC! Surveys	TPP Health Educators
	Activity 2: Demographics data entry using the OAH online data entry system.			X	X	X	X	X	X	X	X			Completed data entry for each school site minimum one week after completion of the MPC! Program.	TPP Health Educators



<p>negotiation skills.</p> <ul style="list-style-type: none"> <li>• Demonstrated increased knowledge about where to access reproductive health care.</li> </ul> <p>Objective Rationale:</p> <p>Evaluate perceived impact of <i>Making Proud Choices!</i> Program.</p>																
<p><b>Goal 3: To ensure all OUSD students have access to comprehensive teen pregnancy prevention related health and social services.</b></p>																

**Strategy:** Establish and utilize formal referral protocols between the PHC, School-Based/School-Linked Health Centers (SB/SLHCs) and community service providers to increase student access of pregnancy prevention related and social service.

Objectives	Activities	Timeline												Measures of Accomplishment	Person Responsible
		S	O	N	D	J	F	M	A	M	J	J	A		
Objective 1: The PHC will have conducted overview trainings about integration of TPP services with SB/SLHC staff and service providers in all OUSD middle schools that have a SB/SLHC.	Activity 1: Identify the primary TPP referral providers and solidify the PHC referral process.	X	X	X			X	X	X	X				PHC and SB/SLHC membership directory and referral list.  Referral protocols and agreements.	PHC TPP Program Director and ACSHS Coordinator
Objective Rationale: Create a coordinated referral system to provide warm handoffs of students who require or seek pregnancy prevention related and social service.	Activity 2: The PHC will provide overview trainings to 100% of OUSD Middle School SB/SLHC sites.	X	X	X			X	X	X	X				Training/Information packet, schedule and attendance records.	PHC TPP Program Director and ACSHS Coordinator

<p>Objective 2: During the 2011/2012 school year of the project period, at least 90% of students who complete the <i>Making Proud Choices!</i> Curriculum will have received information about TPP related health and social services.</p> <p>Objective Rationale: Same as above</p>	<p>Activity 1: PHC Health educators will distribute TPP related health and service referral information to 6<sup>th</sup> grade students who received the <i>Making Proud Choices!</i> Curriculum.</p>		X	X	X		X	X	X	X	X		<p>Provide a youth-friendly TPP brochure that contains teen pregnancy prevention and confidential resources and services in Alameda County for to all the students that complete the MPC! Program.</p>	<p>TPP Health Educators</p>
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**Work plan Instructions**



**EXHIBIT B- TERMS OF PAYMENT**

<b>Contracting Department</b>	Alameda County Public Health Department
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	09/01/2012-06/30/2013
<b>Type of Services</b>	Health Education
<b>Contract Number (PO #)</b>	
<b>Contact Amt/Max</b>	\$28,132

In addition to all terms of payment described in the Master Contract Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

**I. Budget**

Contractor shall use all payments solely in support of the program budget, set forth as follows:

- A. Funded Program Budget – Attachment B-1
- B. Agency Composite Budget – Attachment B-2

**II. Terms and Conditions of Payment**

**A. Contract Amount/Maximum**

Compensation under the terms and conditions of this Agreement not to exceed the amount of \$28,132 during the term of this Agreement, unless otherwise amended.

See funded program budget for break out contract maximums for specific parts of funded program, as needed, including but not limited to funding for Salaries and Employee Benefits, caps on travel, funding for training, indirect costs limits, etc.

**B. Budget Revision Procedures**

Per OAH federal changes or upon mutual agreement with Alameda County Public Health Department.

**C. Cost Settlement/Final Payment Provisions**

All reports and invoices submitted as per Exhibit A with supporting documents of all expenditure including staff, salary, mileage and project materials, etc.

**D. Conditions of withholding payment**

The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor’s claim for reimbursement of expenses when the Contractor has not complied with provisions of this agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of services submission of supporting documents, which verify expenditures incurred, monthly progress reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations.

**E. Definitions**

N/A

### **III. Invoicing Procedures**

Contractor shall be reimbursed on actual costs in arrears based on the submission of monthly payment invoices along with documentation of services provided and actual expenses incurred which are associated with the provision of services pursuant to this Agreement.

Payment of services described in Exhibit A shall be paid by County at the following rate for each type of deliverables: Upon submission of quarterly program progress reports to the Program Director, County shall pay Contractor a maximum total of \$28,132.

Contractor cannot subcontract services or invoice for expenditures that are not included in the budget without prior formal approval by Project Director.

Contractor shall submit a properly reimbursable claim to County on a monthly basis detailing the expenditures incurred by Contractor while providing and/or arranging the provision of services pursuant to this Agreement.

Submitted invoices and supporting documentation shall be signed by Contractor or designee certifying the delivery of services and the accuracy of the information provided in these documents.

County, or its designated agent, agrees to process and pay quarter invoices submitted by Contractor within thirty (30) days from receipts of properly completed invoice for services and expenditures covered under this Agreement. On occasion, payments may be delayed due to circumstances beyond the Department's control.

### **IV. Funding and Reporting Requirements**

See Exhibit A

### **V. Additional Terms and Conditions of Payment**

Contractor agrees to the following supplemental Terms and Conditions attached to this Exhibit B.

Upon seven (7) days after execution of this Agreement, Contractor shall meet with Alameda County Public Health Department for the purpose of discussing and confirming the description of services, time lines for delivery of services, billing requirements, reporting requirements, etc. to ensure contract and program compliance.

Submit invoices and all supporting documents of expenditures on a monthly basis.

**Project HOPE Collaborative Teen Pregnancy Prevention Initiative  
Year 3 Budget (09/01/2012-08/31/2013)**

<b>PERSONNEL</b>					
<b>Position</b>	<b>Staff</b>	<b>Annual</b>	<b>FTE</b>	<b>OAH Budget Yr 3</b>	<b>Justification</b>
Director, Health & Wellness	Joanna Locke	\$109,000	0.05	\$5,450	Point person for Alameda County Public Health; attends coordination meeting with County, La Clinica and Asian Health Services; communication with principals; oversight of contract including invoicing; development of consent form; liaising with legal and translation departments; responding to parent inquiries about TPP program
Coordinator, Health Services	Barbara Parker	\$109,000	0.14	\$15,260	Coordinates site nurses around program planning & implementation; communication with principals; support for site based outreach and parent information meetings; attends coordination meeting with County, La Clinica and Asian Health Services
<b>Subtotal Salaries</b>				<b>\$20,700</b>	
Full Time Benefits @ 36%				\$ 7,452.00	Payroll taxes, worker's comp, unemployment, health/medical
<b>Total Personnel</b>				<b>\$28,152</b>	



Appendix B-2  
Health + Wellness Unit Budget

Oakland Unified School District  
Expense Budget Summary By SubFund  
As of 9/26/2012

Fund: 01 - GENERAL FUND  
Sub Fund: 0101 - GENERAL FUND

		Adopted Budget	Working Budget	Encumbrance	Actual to Date	Month to Date	Remaining Balance
<b>Object: 1000 - CERTIFICATED SALARIES</b>							
1120	TEACHERS SALARIES STIPENDS	16,949.00	36,949.00				36,949.00
1122	TEACHERS SALARIES EXTRA COMP				160.93	160.93	160.93
1305	SUPV. ADMIN, INSTR COACHES SAL.	104,590.74	104,590.74	78,512.32	26,170.77	8,723.59	5,317.17
<b>Object 1000 Totals:</b>		<b>121,539.74</b>	<b>141,539.74</b>	<b>78,512.32</b>	<b>26,009.84</b>	<b>8,562.66</b>	<b>37,017.58</b>
<b>Object: 2000 - CLASSIFIED SALARIES</b>							
2205	CLASSSUPPT SALARIES	61,945.04	61,945.04	46,458.78	15,486.24	5,162.08	.02
2220	CLASSSUPPT SALARIES STIPENDS	5,084.00	5,084.00				5,084.00
2305	SUPV&ADM SALARIES	927,279.36	936,161.23	831,574.16	265,078.60	93,374.64	179,491.55
2405	CLERICAL SALARIES	102,933.12	102,933.12	74,371.41	24,790.50	8,263.50	3,771.21
2905	OTHERCLASS SALARIES	155,249.94	146,790.38	57,419.77	16,829.95	5,793.32	72,540.66
<b>Object 2000 Totals:</b>		<b>1,252,491.46</b>	<b>1,252,913.77</b>	<b>1,600,824.12</b>	<b>322,185.29</b>	<b>112,693.54</b>	<b>59,997.64</b>
<b>Object: 3000 - EMPLOYEE BENEFITS</b>							
3101	STRS CERTIFICATED	13,595.79	13,595.79	8,704.27	2,145.79	706.41	2,745.73
3102	STRS CLASSIFIED	9,419.87	9,419.87	20,937.46	7,518.15	2,506.05	18,934.18
3202	PERS CLASSIFIED	122,125.82	122,935.49	82,581.88	25,156.08	8,953.19	15,197.53
3301	SOCSEC,MED,ALTSS CERTIFICATED				2.33	2.33	2.33
3302	SOCSEC,MED,ALTSS CLASSIFIED	69,319.82	69,870.50	46,874.28	14,256.90	5,074.37	8,739.32
3321	MEDICARE CERTIFICATED	2,389.56	2,389.56				2,389.56
3322	MEDICARE CLASSIFIED	17,867.50	17,996.29	14,642.46	4,655.63	1,627.20	1,361.04
3401	HEALTH & WELFARE CERTIFICATED	12,820.80	12,820.80	5,033.16	1,677.72	559.24	6,109.92
3402	HEALTH & WELFARE CLASSIFIED	203,992.46	203,992.46	145,334.61	45,704.41	18,388.59	12,953.44
3501	ST UNEMPLOY INS CERTIFICATED	2,653.24	2,653.24	863.63	286.08	94.18	1,503.53
3502	ST UNEMPLOY INS CLASSIFIED	19,839.12	19,982.12	11,108.07	3,543.63	1,238.42	5,330.42
3601	WORKERS COMP CERTIFICATED	8,780.84	8,780.84	5,595.60	1,370.71	451.25	1,814.53
3602	WORKERS COMP CLASSIFIED	65,704.47	66,172.55	53,217.73	16,978.39	5,933.58	14,914.57
3802	PERS REDUCTION CLASSIFIED	23,445.73	23,792.48	15,854.09	4,829.23	1,718.75	3,109.16
3901	OTHER BENEFITS CERTIFICATED	49.20	49.20	38.07	152.00	50.66	1,000.00
3902	OTHER BENEFITS CLASSIFIED	7,989.69	7,989.69	6,543.67	2,406.81	831.10	964.58
<b>Object 3000 Totals:</b>		<b>579,993.91</b>	<b>582,440.88</b>	<b>479,228.96</b>	<b>130,679.20</b>	<b>48,130.66</b>	<b>34,432.70</b>
<b>Object: 4000 - BOOKS AND SUPPLIES</b>							
4200	BOOKS-OTHER THAN TEXTBOOKS	18,200.00	5,200.00		186.51		5,013.49
4310	SUPPLIES	5,400.00	14,908.08	7,737.07	177.63	158.12	6,993.38
4311	MEETING REFRESHMENTS	15,517.00	10,317.00	3,391.99	791.94	286.14	6,133.07
4399	SURPLUS	678,349.72	592,092.46				592,092.46
4410	Equipment \$500-4,999		8,448.00	8,370.52			77.48
4420	Computer \$500-4,999		180.00	178.57			355.57
<b>Object 4000 Totals:</b>		<b>707,466.72</b>	<b>631,145.54</b>	<b>19,326.96</b>	<b>1,014.08</b>	<b>444.26</b>	<b>610,665.45</b>
<b>Object: 5000 - SERVICES OTH OPERATING EXPENSES</b>							
5210	MILEAGE PERSONAL EXP REIMB	5,500.00	5,820.00		447.30	248.78	5,372.70
5220	CONFERENCE EXPENSE	9,300.00	9,300.00	1,049.00	150.00	150.00	8,101.00
5300	DUES & MEMBERSHIPS	400.00	400.00		200.00		200.00

Appendix D-2  
Health + Wellness Unit Budget

Oakland Unified School District  
Expense Budget Summary By SubFund  
As of 9/26/2012

Fund: 01 - GENERAL FUND  
Sub Fund: 0101 - GENERAL FUND

	Adopted Budget	Working Budget	Encumbrance	Actual to Date	Month to Date	Remaining Balance
5610 EQUIP MAINTENANCE AGREEMT	1,200.00	1,200.00				1,200.00
5624 RENTALS - FACILITY	3,000.00	3,000.00				3,000.00
5716 INTERPGM - DUPLICATION SERVICE		1,078.90				1,078.90
5758 INTERFUND - FOOD SERVICES		500.00				500.00
5818 ASSESSMENTS AND FEES		20,000.00				20,000.00
5825 CONSULTANTS	636,802.01	694,181.91	372,241.60	34,798.40	13,749.57	287,141.91
5870 PRINTING	17,000.00	5,921.10				5,921.10
<b>Object 5000 Totals:</b>	<b>673,202.01</b>	<b>741,401.91</b>	<b>373,290.60</b>	<b>35,595.70</b>	<b>14,148.35</b>	<b>332,515.61</b>
<b>Object: 6000 - CAPITAL OUTLAY</b>						
6432 FURNITURE	103,150.00	98,402.00	46,336.78			52,065.22
<b>Object 6000 Totals:</b>	<b>103,150.00</b>	<b>98,402.00</b>	<b>46,336.78</b>			<b>52,065.22</b>
<b>Sub Fund 0101 Totals:</b>	<b>3,447,843.84</b>	<b>3,447,843.84</b>	<b>1,944,616.81</b>	<b>515,626.11</b>	<b>183,879.47</b>	<b>987,600.92</b>
<b>Fund 01 Totals:</b>	<b>3,447,843.84</b>	<b>3,447,843.84</b>	<b>1,944,616.81</b>	<b>515,626.11</b>	<b>183,879.47</b>	<b>987,600.92</b>
<b>Report Totals:</b>	<b>3,447,843.84</b>	<b>3,447,843.84</b>	<b>1,944,616.81</b>	<b>515,626.11</b>	<b>183,879.47</b>	<b>987,600.92</b>

Fund: \* Exclude Fund: XX  
 Resource: \* Exclude Resource: XXXX  
 Goal: \*  
 Function: \* Exclude Function: XXXX  
 Subfund: \*  
 Object: \*  
 Program: 1211,1219 Exclude Program: XXXX  
 Site: 922 Exclude Site: XXX  
 Org Key: \*

## 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 insurance coverage, limits and endorsements:

A	NAME OF INSURANCE COVERAGES	MINIMUM LIMITS
<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: \$100,000 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 Personal 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 and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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.</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 required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



**ADMINISTRATOR:**  
 Keenan & Associates  
 1111 Broadway, Suite 2000  
 Oakland, CA 94607  
 510-986-6750  
 www.keenan.com

LICENSE # 0451271

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.**

**ENTITIES AFFORDING COVERAGE:**  
 ENTITY A: Northern California ReLiEF  
 ENTITY B:  
 ENTITY C: Star Insurance Company  
 ENTITY D:  
 ENTITY E:

**COVERED PARTY:**  
 Oakland Unified School District  
 1025 Second Street  
 Oakland CA 94606

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2012 7/1/2013	\$ 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District for the US Department of Health/Human Services, Office of Adolescent Health, Teen Pregnancy Prevention Program through the coverage expiration date.  
 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

**CERTIFICATE HOLDER:**  
 Alameda County Health Care Services Agency  
 Public Health Department  
 Family Health Services  
 1000 San Leandro Blvd.  
 San Leandro CA 94577

**CANCELLATION.....**SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

  
 Graham Grice  
 AUTHORIZED REPRESENTATIVE

EXHIBIT D  
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § \_\_\_\_. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § \_\_\_\_.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § \_\_\_\_.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § \_\_\_\_.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.



C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.



## Exhibit E

### Business Associate Provisions (HIPAA)

#### Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

- (a) *Business Associate*. "Business Associate" shall mean the Contractor, **OAKLAND UNIFIED SCHOOL DISTRICT**\_\_\_\_\_
- (b) *Covered Entity*. "Covered Entity" shall mean that any part of the County of Alameda Health Care Services Agency, a County of Alameda "hybrid entity", is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").
- (c) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (d) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (e) *Protected Health Information*. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in section 164.501.
- (g) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

#### Obligations and Activities of Business Associate

- (a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- (b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in Exhibit A of this Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this agreement without the advanced consent of Covered Entity.
- (g) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

#### Permitted Uses and Disclosures by Business Associate

- (k) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Exhibit A of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (l) Business Associate may use and disclose PHI as permitted in Section 164.504.

#### Business Associate Obligations upon Termination or Expiration of Agreement

- (m) Covered Entity has the right to terminate this Agreement as set forth in Exhibit D (Additional provisions) and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (n) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions



that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (o) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (p) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (q) *Survival.* In addition to the provisions with respect to survival as set forth in Exhibit D (Additional provisions), the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (r) *Third Parties.* Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.
- (s) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.
- (t) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

\_\_\_\_\_  
3/21/13  
David Kakishiba

\_\_\_\_\_  
Contractor Board of Education

\_\_\_\_\_  
3/21/13  
Edgar Rakestraw, Jr., Secretary

By: \_\_\_\_\_  
Board of Education

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

\_\_\_\_\_  
City, State, ZIP Code

Tax Payer I.D.# \_\_\_\_\_



**EXHIBIT F**

**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, the 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 or attach an additional page.

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 contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: David Kakishiba 3/21/13

PRINCIPAL: President, Board of Education TITLE: \_\_\_\_\_

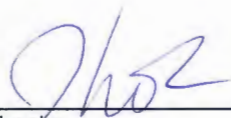
SIGNATURE: Edgar Rakestraw, Jr. DATE: 3/21/13  
Edgar Rakestraw, Jr., Secretary  
Board of Education

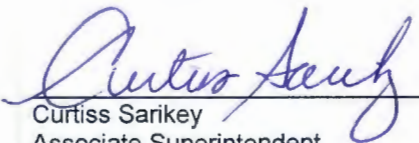
On behalf of our respective institutions or organizations, we hereby execute this Master Agreement.

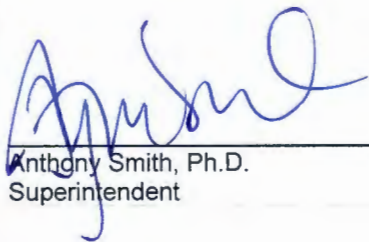
Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency, Public Health Department, for the period of September 1, 2012 through August 31, 2013.

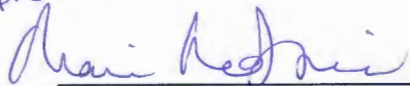
**Oakland Unified School District**

**County of Alameda**


 \_\_\_\_\_ Date: 10/24/12 \_\_\_\_\_ Date: \_\_\_\_\_  
Joanna Logke  
Director, Health & Wellness  
Family, School, and Community Partnerships Dept.

 \_\_\_\_\_ Date: 10.23.2012 \_\_\_\_\_  
Curtiss Sarikey  
Associate Superintendent  
Family, School, and Community Partnerships Dept.

 \_\_\_\_\_ Date: \_\_\_\_\_  
Anthony Smith, Ph.D.  
Superintendent

*Approved as to form & substance*  
 \_\_\_\_\_ Date: 10/26/12 \_\_\_\_\_  
*Marion* Jacqueline P. Minor, Esq.  
*Head of Counsel* General Counsel  
*Dep. General Counsel*

 \_\_\_\_\_ Date: 12/19/12 \_\_\_\_\_  
Jody London  
President, Board of Education

 12/19/12  
Edgar Rakestraw, Jr., Secretary  
Board of Education

File ID Number: 12-2826  
Introduction Date: 12-12-12  
Enactment Number: 12-2968  
Enactment Date: 12-12-12  
By: *lt*