

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	19-1755
Introduction Date	12/11/19
Enactment Number	19-1795
Enactment Date	12/11/19 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Andrea Bustamante, Executive Director Community Schools and Student Services Department  
Michelle Oppen, Wellness Coordinator, Community Schools and Student Services Department

**Board Meeting Date** December 11, 2019

**Subject** Community Based Organization – Alameda County Health Care Services Agency – 922/Community Schools and Student Services Department

**Action Requested and Recommendation** Approval by the Board of Education of the new Alameda County Health Care Services Community-Based Organization (“CBO”) Master Contract Cover Sheet to amend the CBO Master Contract to incorporate 6 Exhibits:  
Exhibit A - Program Description and Performance Requirements  
Exhibit B – Terms of Payment  
Exhibit C – Insurance Requirements  
Exhibit D – Audit Requirements  
Exhibit E – HIPAA Business Associate Agreement  
Exhibit F – Debarment and Suspension Certification

Approval of this new cover page will amend the CBO Master Contract between the District and Alameda County Health Care Services Agency by adding 6 exhibits and will enable the continued funding to support Wellness Champions, Nutrition and Cooking Education Programs, Physical Activity promotion and Garden Programs in an amount not to exceed \$840,000.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

There is an academic link between student academic performance and health and wellness. Students who have access to fresh fruits and vegetables, physical activity and nutrition and garden education will ultimately do better in school. Alameda County Public Health Department through its Alameda County Health Care Services Agency supports the health of youth in the County and therefore, is investing in the health of students at OUSD schools.



---

**Fiscal Impact**

Funding resource(s): 9206/Alameda County Public Health and Wellness in an amount not to exceed \$840,000. OUSD will invoice the County of Alameda for services provided on a quarterly basis.

**Attachments**

- Community-Based Organization Master Contract Exhibit Cover Sheet
- Exhibit A - Program Description and Performance Requirements
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – Audit Requirements
- Exhibit E – HIPAA Business Associate Agreement
- Exhibit F – Debarment and Suspension Certification
- Master Agreement Between the Oakland Unified School District and the County of Alameda Related School-Based Support Services



**COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT EXHIBIT COVERSHEET**

This Master Contract Amendment, effective as of 10/01/2019, is a part of the Community Based Organization Master Contract (No. 900322) made and entered into by and between the County of Alameda "County", and Oakland Unified School District (OUSD), hereinafter referred to as the "Contractor".

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

1. **Exhibit A – Program Description and Performance Requirements**
2. **Exhibit B – Terms of Payment**
3. **Exhibit C – Insurance Requirements**
4. **Exhibit D – Audit Requirements**
5. **Exhibit E – HIPAA Business Associate Agreement**
6. **Exhibit F – Debarment and Suspension Certification**

The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect. The Term of this Procurement Contract shall be from 10/01/2019 through 09/30/2022. The compensation payable to Contractor hereunder shall not exceed \$ 840,000.00 for the term of this Procurement Contract.

Dept. Contact Jenny Wang Phone (510) 268-4222 Email jenny.wang@acgov.org

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

**COUNTY OF ALAMEDA**  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Signature  
 Name Kimi Watkins-Tartt  
 Title Director, Alameda County Public Health Department

**CONTRACTOR**  
 By [Signature] Date 12/12/19  
 Signature  
 Name Kyla Johnson-Trammell  
 Title OUSD Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 BY [Signature]  
 Andree Fpps, Attorney at Law  
11-19-19

[Signature]  
 Jody London, President, BOE  
 Last Revised 9/13/2019

## EXHIBIT A

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

<b>Contracting Department</b>	Alameda County Public Health Department
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	October 1, 2019 – September 30, 2022
<b>Type of Services</b>	Nutrition Services, Education, Liaison, and Coordination
<b>Contract Number (PO #)</b>	

#### I. Program Name

Nutrition Education Obesity Prevention Program and Coordination

#### II. Contracted Services:

Harvest of the Month (HOTM), Nutrition Education, Water Promotion and Policies, Systems and Environmental (PSE) Change: Contractor shall provide the coordination and facilitation of nutrition programming and PSE change through full time and part time staff, as well as Garden Stewards, Wellness Champions with a nutrition promotion and obesity prevention focus.

#### III. Program Information and Requirements

##### A. Program Goals

Contractor shall provide services in the attached Scope of Work/Results Based Accountability (RBA) Worksheet to accomplish the following goals each fiscal year:

- Create Wellness Councils in at least 50 schools to implement OUSD Wellness policy.
- Develop or revitalize school gardens, integrating nutrition education in at least 10 schools.
- Provide professional development on nutrition education and physical activity promotion to up to 200 K-12 teachers.
- Implement approved nutrition curriculum in at least 18 schools, reaching at least 5000 SNAP -ED eligible students.
- Conduct Harvest of the Month taste tests in at least 18 schools, reaching at least 3,000 SNAP-Ed eligible students.

##### B. Target Populations

Contractor shall provide services to the following populations:

1. **Service Groups:** Contractor shall provide services to OUSD students and their families in a minimum of 50 income eligible schools.
2. **Referral Process to Program:** Not Applicable
3. **Program Eligibility:** Contractor shall provide services only to schools pre-approved by ACPHD in the SNAP-Ed Work Plan Targeting Summary Site List with more than 50% of the student population enrolled in the Free and Reduced Price Meals program.
4. **Limitations of Service:** Not Applicable.

### **C. Program Requirements**

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design** - See attached Scope of Work/Results Based Accountability (RBA Worksheet.) Contractor shall only provide services allowable within the SNAP-Ed Guidelines Manual posted in the CDPH-NEOPB Branch Home Page, paying particular attention to Fiscal and Administrative guidelines, Allowable/Unallowable Costs guidelines, Time Study guidelines, Branding guidelines, Travel Reimbursement guidelines, using NEOP Branch-approved educational materials, recipes, Eating and Activity Tool for Students (EATS) survey, and School Site-level Assessment Questionnaire SLAQ survey.
- 2. Consumer/Client Flow:** Not Applicable
- 3. Discharge Criteria and Process:** Not Applicable
- 4. Hours of Operation:** As necessary to accomplish attached Scope of Work/ Results Based Accountability (RBA) Worksheet.
- 5. Service Delivery Sites:** Schools with more than 50% of the student population enrolled in the Free and Reduced Price Meals program.

### **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**

Each fiscal year, contractor shall provide the following services/deliverables: See attached Scope of Work/ Results Based Accountability (RBA) Worksheet.

### **B. Outcome Measures**

Each fiscal year, contractor shall meet the following outcomes: See attached Scope of Work/Results Based Accountability (RBA) Worksheet and submission of a minimum of 180 pre/post matched Eating and Activity Tool for Students (EATS) surveys, and a minimum of 40 School Site-level Assessment Questionnaire SLAQ surveys.

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

### **A. Reporting Requirements:**

Each fiscal year, contractor shall provide quarterly program updates and reports with invoice statements. Quarterly reports and invoices will be due the 30<sup>th</sup> of the month after the reporting period. Contractor shall provide a final report with the final invoice.

Contractor shall collect the necessary data and enter on an ongoing basis all Scope of Work/ Results Based Accountability (RBA) Worksheet activities into the online PEARS database for direct nutrition education, indirect nutrition education, trainings, PSE Activities and events. Contractor will submit bi-annual EATS surveys and annual SLAQ surveys. Contractor will also collect and keep on file backup documentation for all Scope of Work/ Results Based Accountability (RBA) Worksheet activities as appropriate, for example: agendas, sign-in sheets, lesson plans, nutrition education materials, recipes, pictures and testimonials.

Contractor shall report all Policies, Systems, and Environmental (PSE) changes that occurred in the school district and in individual schools as a result of SNAP-Ed funding. The required reporting tools will include, but not be limited to the PEARS database, PEARS PSE Success Story database and Results Based Accountability RBA worksheet.

### **B. Evaluation Requirements:**

Contractor shall verify delivery, education, and PSE change through accurate and timely collection, data entry, submission into PEARS database and RBA. Contractor shall also provide timely administration, completion, and submission of evaluation results.

## **VI. Additional Requirements**

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

Contractor shall have and maintain current: Proof of Worker's Compensation and Liability Insurance

### **B. Other Requirements: Not Applicable**

## **VII. Entirety of Agreement**

Contractor shall abide by all provisions of the Health Care 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: See attached Scope of Work/ Results Based Accountability (RBA) Worksheet

# Performance Measure Development Worksheet



Alameda County Health Care Services Agency  
Administration and Indigent Health

**Organization** Oakland Unified School District (OUSD)

**Program** Nutrition Services

**Goal/Result** Oakland Unified School District will create policy, system and environmental changes to promote nutrition and obesity prevention. (October 1, 2019 – Sept 30, 2022)

Process Objective	Quality Objective Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	Impact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
By September 30, of each fiscal year, OUSD will create Wellness Councils facilitated by site Wellness Champions in at least 50 schools to implement the OUSD Wellness Policy	# of school Site Wellness Champions.  # of students impacted by Wellness Champions.	PEARS, quarterly reports	At least 80% of Wellness Champions will create wellness plans and for their school site.	% of Wellness Champions will create wellness plans for their school site.	School site wellness plans and wellness policy inventories.	At least 75% of Wellness Champions will report implementation of wellness plans to support the OUSD Wellness policy.	% of Wellness Champions will report implementation of wellness plans to support the OUSD Wellness policy.	PEARS photos, wellness policy inventories.
By September 30, of each fiscal year, OUSD will develop or revitalize school gardens, integrating nutrition education by Garden Stewards in at least 10 schools.	# of school gardens developed or revitalized.  # of students who receive garden education.	Photos, Curriculum, PEARS report	At least 100% of gardens will be good condition to yield produce for students.	% of gardens will be good condition to yield produce for students.	Pre and post pictures, Garden logs	At least 80% of students who receive garden education will eat produce from the gardens.	% of students will eat produce from garden produce.	Photos Recipes



# Performance Measure Development Worksheet

By September 30, of each fiscal year, OUSD will provide professional development and technical assistance on nutrition and physical activity promotion to up to 200 K-12 teachers and Wellness Champions to promote PSE changes.	# of teachers and wellness champions who receive training on wellness policy.	Sign-in sheets	At least 80% training attendees report confidence in nutrition and physical activity promotion to their students.	% training attendees report confidence in nutrition and physical activity promotion to their students.	Training survey	At least 75% of teachers and wellness champions report PSE changes at their school site.	% of teachers and wellness champions report PSE changes at their school site.	PEARS, quarterly reports
By September 30, of each fiscal year, OUSD Nutrition and garden TSA, Food Corp Members and OUSD teachers will implement approved nutrition curriculum in at least 18 schools, reaching at least 5000 SNAP -ED eligible students.	# of schools that implement nutrition curriculum.  # of students who receive nutrition curriculum.	Lesson Plans, Lesson Logs, PEARS report	At least 80% of Food Corp members & garden TSA report that students demonstrate improved enthusiasm for the program.	% of students who report they enjoy the program.	Participant survey	At least 80% of Food Corp members & garden TSA report that students demonstrate increase in knowledge from nutrition lessons.	% of teachers report positive student response from	Participant survey
By September 30, of each fiscal year, OUSD Food Corps Members and OUSD teachers will conduct taste tests in at least 18 schools, reaching at least 3,000 SNAP-Ed eligible students.	# of schools that receive nutrition education and taste tests and/or cooking demonstrations.  # of students who receive nutrition education.	PEARS, Lesson logs	At least 75% OUSD Food Corps Members and OUSD teachers will report student willingness to taste the produce/recipes.	% of OUSD Food Corps Members and OUSD teachers will report student willingness to taste the produce/recipes	Participant Survey	At least 75% of the Food Corps Members and teachers will report that students are more enthusiastic about consuming fresh fruits and vegetables.	% of the Food Corps Members and teachers will report that students are more enthusiastic about consuming fresh fruits and vegetables.	Participant Survey



**EXHIBIT B**  
**TERMS AND CONDITIONS OF PAYMENT**

<b>Contracting Department</b>	Alameda County Public Health Department, Nutrition Services
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	October 1, 2019 – September 30, 2022
<b>Type of Services</b>	Nutrition Services, Education, Liaison, and Coordination
<b>Contract Number (PO #)</b>	
<b>Contract Amt./Max</b>	\$ 840,000

**I. BUDGET**

- A. Contractor shall use all payments solely in support of the line-item budget for the total grant amount, as referenced in Exhibit B-1 Budget, in the format and method set forth by Alameda County mandates.

**II. TERMS AND CONDITIONS OF PAYMENT**

A. Contract Amount

- Compensation under the terms and conditions of this Agreement shall not exceed the amount of \$280,000 per fiscal year and a maximum amount of \$840,000 for the duration of this Agreement, unless otherwise amended.

B. Budget Revision Procedures

- Contractor must notify ACPHD Nutrition Services of a budget revision request in writing. Line item transfers must keep the total contract amount within the limit of the original contract award.
- All revisions to approved budget must be authorized, in writing, by ACPHD Nutrition Services prior to Contractor making any changes. The request must identify the following:
  - ✓ original amounts for each budget line item
  - ✓ the variance for each line item affected
  - ✓ the revised amount for each line-item
  - ✓ all remaining line item amounts
  - ✓ line amounts billed to date
  - ✓ the revised line item and budget balances.
- Any and all revisions must comply with Alameda County and Public Health Department policy definitions for "Allowable Costs". Failure to obtain prior written approval may result in the withholding or disallowance of reimbursement to Contractor. Budget approvals are contingent on CDPH, CDSS, and USDA approval.

C. Cost Settlement/Final Payment Provisions

- Contractor shall submit all claims for reimbursement under this Agreement within **thirty (30)** days following the expiration of this Agreement. All claims submitted after **thirty (30)** days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after **thirty (30)** days following the expiration date of the Agreement will be disallowed under audit by the County. Payment of the final invoice will be contingent upon receipt of all quarterly progress reports, final summary report and deliverables as defined in the comprehensive Scope of Work/Results Based Accountability Worksheet (RBA).

D. Conditions of Withholding Payment

- ACPHD Nutrition Services and/or Alameda County 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 the contract. Such matters of non-compliance may include, but are not restricted to, a material breach of the Contract by the Contractor, the delivery of agreed-upon services, required submission of data and requested reports, submission of reimbursement request supporting documents which verify expenditures incurred, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this contract by Federal, State or County regulations.
- Contractor is subject to following terms for payment for performance of deliverables they are responsible for in the scope of work. In other words, if a deliverable that the Contractor is responsible for is not performed, only partially performed, or not performed at a level of quality/satisfaction to County, then that portion of their contract payment may be withheld.
- The Contractor understands and agrees that all deliverables as specified in its agreement must be fully and satisfactorily performed in order to receive the maximum amount payable. The Contractor agrees that if the County determines that any deliverable is not performed, only partially performed, or not performed at a level of quality/satisfaction to County, County may reduce the maximum amount payable under the agreement as follows:
  - Where a deliverable is not performed: County shall calculate the pro rata share of the non-performed deliverable by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of the deliverable from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon its demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.
  - Where a deliverable is only partially performed: County shall ascertain what percentage of the deliverable was only partially performed, calculate the pro rata share of the partially performed portion by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of

the partially performed deliverable from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.

- Where a deliverable is not performed at a level of quality/satisfaction: County shall ascertain what percentage of the deliverable was not performed at a level of quality/satisfaction, calculate the pro rata share of that portion by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of that portion from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.

### **III. INVOICING PROCEDURES**

The County will pay contractor upon submission of completed quarterly invoice detailing expenses incurred in accordance with the budget detail.

- A. Contractor shall submit a properly completed payment invoice on a quarterly basis for operational and program-related expenditures incurred by Contractor while providing and/or arranging for the provision of services pursuant to this Agreement.
- B. The Contractor agrees to invoice for prior services based on actual quarterly operating expenses, not to exceed fifty percent (50%) of the total contract award on any quarterly invoice without prior approval of the ACPHD Nutrition Services.
- C. Contractor or designee certifying the delivery of services shall sign invoices and verify the accuracy of the information provided in these documents. Each invoice shall include the Contractor name and address, as well as the name and contact information (telephone number, email address, etc.) of a designated person for follow-up purposes, the contract purchase order number, the month(s) of service, and all pertinent reimbursement details.
- D. If payment of claims is to be delayed, the following procedures will be followed:
  1. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
  2. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.

3. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.

E. Invoices shall be submitted to:

Payment of quarterly invoices will be contingent upon receipt of a quarterly invoice, Results Accountability Worksheet (RBA), signed timesheets and progress report describing activities performed and/or services provided during the invoice period. Quarterly reports and invoices will be due the 30th of the month after the reporting period.

Invoices shall be submitted to:

Jenny Wang, Program Director  
Nutrition Services, Public Health Department  
Alameda County Health Care Services Agency  
3600 Telegraph Avenue  
Oakland, CA 94609

**IV. REPORTING REQUIREMENTS**

Contractor shall collect accurate data in a timely manner.

Contractor shall maintain and submit required data on a quarterly basis in a format and method as set forth by the Public Health Department. Quarterly reports will include an update on all activities performed during the quarter, a description of barriers and strategies that will be implemented to address those barriers as well as the attachment of all deliverables agreed to for submission.

- A. Contractor shall collect accurate data in a timely manner as required by this contract and as agreed in Exhibit A.
- B. Contractor shall maintain and submit required data on a quarterly basis as set forth by ACPHD Nutrition Services.

**V. ADDITIONAL TERMS AND CONDITIONS OF PAYMENT**

**A. FINANCIAL CONTROL REQUIREMENTS**

- Contractor shall establish a separate account or cost center for all financial transactions involving the executed Contract funding award.

- Contractor shall maintain a project ledger to adequately identify all expenditures related to the terms of this Contract.

## **B. AUDIT REQUIREMENTS**

- Contractor will participate in a fiscal and programmatic audits and/or reviews whenever ACPHD Nutrition Services is required to do so by the contract funding organization. The audit and/or review may include some or all of the following activities, as determined by ACPHD Nutrition Services and the contract funding organization:
  1. Pre-Audit Subcontractor Review Questionnaire
  2. Financial review of invoices and all related financial support documentation utilized in the development of the specific reimbursement request
  3. Onsite examination of Contractor financial recordkeeping systems and procedures relative to the development of the reimbursement request and receipt of payments.
  4. Program Audit which can consist of scheduled site visits, review of assessment tools, client charts and/or attendance at program specific events
- Upon completion of an audit ACPHD Nutrition Services will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures to be negotiated between Contractor and ACPHD Nutrition Services.

## **C. SUB-CONTRACTOR REQUIREMENTS**

- If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a Memorandum of Understanding (MOU) to ACPHD Nutrition Services for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate request and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- Contractor shall ensure that all sub-contracts, scopes of services, line item budgets and budget narratives are submitted in the format as set forth by County or funding mandates. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.

- Contractor shall reimburse subcontractor only for those services actually provided or for those activities actually performed, as specified in Exhibit A. There shall be no advance payments to subcontractors.

**D. LOCAL AND NATIONAL EVALUATION PARTICIPATION**

Contractor shall participate in any activities required for ACPHD Nutrition Services evaluation component. This includes, but is not limited to, collection and reporting of data, attendance at meetings and participation in site visits. Contractor will be notified in writing prior to the activity(ies) and scheduling and participation will be negotiated between the Contractor and ACPHD Nutrition Services.

**E. OTHER PROVISIONS**

The continuation, suspension or termination of this Contract and payments hereunder shall be subject to the availability of funds to the Alameda County Department of Public Health and ACPHD Nutrition Services agrees to notify the Contractor in writing of any modifications, payment delays, or terminations that result from funding availability.

## FFY 2020 CalFresh Healthy Living Budget

**Organization Name:** (CDPH) California Dept. of Public Health  
**County/Jurisdiction:** Alameda County Healthcare Services Agency, Public Health Department, Nutrition Services  
**Contracts/Sub-Grant/Agreement:** Oakland Unified School District (OUSD)

Budget Adjustment		Staffing: Salary/Benefits:											Budget Adjustment
Line Item	Amount	Position Title	Position Name	SNAP-Ed Time Spent % of SNAP-Ed Time Spent on Admin/Adm'n	SNAP-Ed Time Spent % of SNAP-Ed Time Spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Justification
1	\$53,900.00	Project Coordinator	Lydia Yamaguchi	0.00%	100.00%	\$63,687.00	0.7	\$44,580.90	35.000%	\$15,603.32	\$0.00	\$60,184.22	
2	\$150,000.00	Coordinator of Other Programs	Kathleen Romo	0.00%	100.00%	\$106,000.00	1	\$106,000.00	50.000%	\$53,000.00	\$0.00	\$259,000.00	
<b>Total Staffing Salaries/Benefits:</b>							<b>1.7</b>	<b>\$250,581</b>		<b>\$68,603</b>	<b>\$0</b>	<b>\$219,184</b>	

• Provide narrative in Budget Justification column for Benefit Rates over 50%

Definition and basis for calculations of benefit rate(s): (Describe what is covered in the benefit rate for your agency)	Includes payroll taxes, medical/dental benefits, and retirement as a percentage of salaries.
---	--

**FFY 2020 CalFresh Healthy Living Budget**

Organization Name: (CDPH) California Dept. of Public Health  
 County/Jurisdiction: Alameda County Healthcare Services Agency, Public Health Department, Nutrition Services  
 Contracts/Sub-Grant/Agreement: Oakland Unified School District (OUSD)

Budget Line Item		Position Title/Name	Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$50)	Reg Fee	Other	Total	Budget Justification
1		Project Coordinator, Lydie Yamaguchi, Kathleen Roma, Garden Stewards	Alameda County	Local Travel for Staff	455	1.7						12			\$3,166.80	
<b>Total In-State Travel:</b>															<b>\$3,167</b>	

- Lodging costs include taxes. Reimbursement at CalHR rates.
- Provide narrative in Description and Justification column describing all expenses for each budget line item

Budget Line Item		Position Title/Name	Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$50)	Reg Fee	Other	Total	Budget Justification
1		N/A													\$0.00	
<b>Total Out-of-State Travel:</b>															<b>\$0</b>	

- Lodging costs include taxes. Reimbursement at CalHR rates.
- Provide narrative in Description and Justification column describing all expenses for each budget line item

**Total Travel: \$3,167**



## FFY 2020 CalFresh Healthy Living Budget

**Organization Name:** (CDPH) California Dept. of Public Health  
**State-Level Project:** Alameda County Healthcare Services Agency, Public Health Department, Nutrition Services  
**Contracts/Sub-Grant/Agreement:** Oakland Unified School District (OUSD)

Budget Adjustment		Budget Adjustment		Non-Capital Equipment/Supplies:							Budget Adjustment	
Item #	Add/Decrease	Approved	Approved	Budget Item	Description and Justification	FTE	Cost per Item	# of Items	Misc	Total	Budget Justification	
1				N/A						\$0.00		
1				N/A						\$0.00		
<b>Total Non-Capital Equipment/Supplies:</b>										\$0		

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Budget Adjustment		Budget Adjustment		Materials:							Budget Adjustment	
Item #	Add/Decrease	Approved	Approved	Budget Item	Description and Justification	FTE	Cost per Item	# of Items	Misc	Total	Budget Justification	
1	Decrease		\$8,350.00	Taste Test	Produce and supplies for classroom and taste testing of Harvest of the Month.		\$1.00	100		\$100.00		
2	Decrease		\$6,970.00	Gardening Materials	Promote nutrition education through gardening classes using soil, gloves, pots, seeds seedlings, plants, string, stakes, wood for planter boxes; new and replacement and other related supplies/materials.		\$1.00	100		\$100.00		
<b>Total Materials:</b>										\$200		

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Budget Adjustment		Budget Adjustment		Building/Space:							Budget Adjustment	
Item #	Add/Decrease	Approved	Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Misc	Total	Budget Justification	
1				N/A						\$0.00		
<b>Total Building/Space:</b>										\$0		

• Provide narrative in Calculation Description column describing the calculation for each budget line item

Budget Adjustment		Budget Adjustment		Maintenance:							Budget Adjustment	
Item #	Add/Decrease	Approved	Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Misc	Total	Budget Justification	
1				N/A						\$0.00		
2										\$0.00		
<b>Total Maintenance:</b>										\$0		

• Provide narrative in Calculation Description column describing the calculation for each budget line item

Budget Adjustment		Budget Adjustment		Equipment and Other Capital Expenditures (Items that are \$5,000 or more):							Budget Adjustment	
Item #	Add/Decrease	Approved	Approved	Budget Item	Description and Justification	FTE	Cost per Item	# of Item(s)	Misc	Total	Budget Justification	
1				N/A						\$0.00		

### FFY 2020 CalFresh Healthy Living Budget

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Total Equipment and Other Capital Expenditures: **\$0**

Budget Agreement		Budget Agreement		Contracts/Sub-Grants/Agreements:			Budget Agreement
Item #	Funds Available	Funds Available	Organization Name	Description of Service(s)	Total Grant	Budget Justification	
A							
1	Increase	\$10,000.00	Site Garden Stewards	Compensation for School Site Garden Stewards to oversee garden infrastructure and usage. (11 champions X \$1,245.00 each)	\$13,695.00		
2	Decrease	\$22,500.00	Food Corps Service Members	Compensation for Food Corps Service Members to co-teach nutrition and garden education and cooking/taste testing demos. (2 X \$10,000 each)	\$20,000.00		
3	Decrease	\$17,000.00	Site Wellness Champions	Compensation for 20 School Site - Nutrition or Garden Wellness Champions to oversee nutrition education, garden education and wellness policy implementation (12 x \$1,245.00)	\$14,940.00		
<b>Total Contracts/Sub-Grants/Agreements:</b>					<b>\$48,635</b>		

• Provide narrative in Description of Service(s) column summarizing the work that will be performed for each budget line item

**Total Direct Costs: \$271,186**

Budget Agreement		Budget Agreement		Indirect Costs:			Budget Agreement
Item #	Funds Available	Funds Available	Indirect Cost Rate	Calculation Method	Total Admin/Program Dollars	Total	Budget Justification
1			%		\$271,186.00	\$8,814.55	
<b>Total Indirect Costs:</b>						<b>\$8,814</b>	

• Provide narrative in the Calculation Method column explaining the line items included in the calculation

**Total Budget: \$280,000**

**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:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A 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 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 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 Endorsements and Conditions:</b> <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>	

**CERTIFICATE OF COVERAGE**

Issue Date  
7/18/2019

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:
- ENTITY D:
- ENTITY E:

COVERED PARTY:  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland CA 94607

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> OCCURRENCE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
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 checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	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 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

CERTIFICATE HOLDER:

Alameda County Public Health Department  
1000 Broadway  
Oakland CA 94607

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.



John Stephens

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-11	Keenan & Associates

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

**Additional Covered Party:**

Alameda County Public Health Department  
1000 Broadway  
Oakland CA 94607

**As Respects:**

As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

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



\_\_\_\_\_  
Authorized Representative

Issue Date: 7/18/2019

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-1943

**CERTIFICATE OF COVERAGE**

07/18/2019

**CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC.  
 PO BOX 8450  
 NEWPORT BEACH, CA 92658-6450  
 PHONE (949) 756-0271 / FAX (619) 899-0901  
 LICENSE #0C38861

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

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

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

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

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$600,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention</p>

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT FOR FISCAL YEAR 2019-2020.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/24/2019

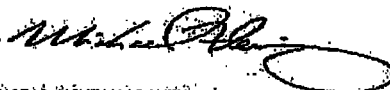
**Certificate Holder**

ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT  
 1000 BROADWAY  
 OAKLAND, CA 94607

**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



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY  
 EXCESS WORKERS' COMPENSATION PROGRAM  
 2019/2020 SCHEDULE OF INSURERS  
 OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4060592	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000 Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

## 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 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

#### I. **AUDIT REQUIREMENTS**

##### A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.506(c).

##### B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.



C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

**II. AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the notice to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report 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 audit year, or other time frame as 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 corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. 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 the audit requirements listed above.

## 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:

Title:

*[Handwritten Signature]*  
*Kyla Johnson-Trammell*  
*Superintendent & Secretary, BOE*

*[Handwritten Signature]*  
\_\_\_\_\_  
Jody London, President, BOE



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, 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-Trammitt TITLE: Superintendent Secretary, BOE

SIGNATURE: [Signature] DATE: 12/21/19

[Signature]  
Jody London, President, BOE

### Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

#### Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

**1. Federal Equal Opportunity Requirements**

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

### a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

**4. Equipment Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000 or more, the Contractor shall obtain at least three bids or justify a sole source award."
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Entities of any type that will provide subvention aid or direct services to the public,
    - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.



- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
  - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

#### 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

#### 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform; distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of



this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

#### 18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

#### 19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

## (a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

## (b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

## (c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

## 31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

## a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	<i>Kyle Johnson Trammell</i>
Name of Contractor	Printed Name of Person Signing for Contractor
	<i>[Handwritten Signature]</i>
Contract / Grant Number	Signature of Person Signing for Contractor
	<i>Superintendent of Services, B.O.E.</i>
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

*[Handwritten Signature]*  
\_\_\_\_\_  
Jody London, President, BOE

CDPH reserves the right to notify the contractor in writing of an alternate submission address.



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.  
(See reverse for public burden disclosure)

Approved by OMB  
0310-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: <u><i>[Handwritten Signature]</i></u></p> <p>Print Name: <u>Kyle Johnson Trevnell</u></p> <p>Title: <u>Superintendent &amp; Secretary, BOE</u></p> <p>Telephone No.: <u>501 879 5200</u> Date: <u>12/2/19</u></p>	
<p>Internal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-L11 (Rev. 7-97)</p>

*[Handwritten Signature]*  
Jody London, President, BOE



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020

### Basic Directions

*Additional directions and related documents are on the Contracts Website (intranet)*

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification )
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment  
Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

### Contractor Information

Contractor Name	Alameda County Health Care Svcs Ag	Contractor's Contact	Jenny Wang		
OUSD Vendor ID #	000314	Title			
Street Address	1000 San Leandro Blvd #300	City, State	San Leandro, CA	Zip Code	94577
Telephone	510-268-4222	Email (required)	jenny.wang@ousd.org		
Contractor History	Previously been an OUSD contractor?		Worked as an OUSD employee?		

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date		Date Work Will End		Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
<b>Total Contract Amount</b>			<b>\$ 0.00</b>

### OUSD Contract Originator Information

Name of OUSD Contact		Email	@ousd.org
Site/Dept. Name		Site #	Phone

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Administrator / Manager</b> (Originator)	Name		Phone		Fax	
	Site/Department (Name & #)			Date Approved			
		Signature		<input type="checkbox"/> Administrator verifies vendor is not excluded on <a href="https://www.sam.gov/">https://www.sam.gov/</a>			
2.	<b>Resource Manager</b>	Type of Funds:	<input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)						
	Signature		Date Approved				
3.	<b>Network Superintendent/Executive Director</b>			Signature		Date Approved	
				Signature		Date Approved	
4.	<b>Chiefs / Deputy Chiefs</b>	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$ <u>92,600</u>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
		Signature		Date Approved			
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>						
<b>Legal</b> <i>Required if not using standard contract</i>		Approved		Denied - Reason		Date	
<b>Procurement</b>	Date Received			PO Number			

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-2144
Introduction Date	10/28/15
Enactment Number	15-1736
Enactment Date	10/28/15



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date** 10/28/15

**Subject** Memorandum of Understanding - Alameda County Health Care Services Agency (contractor)- 922/Community Schools and Student Services Department (site/departement)

**Action Requested** Approval of a Memorandum of Understanding (MOU) between Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA. Services to be primarily provided to 922/Community Schools & Student Services for the period of October 1, 2015 through September 20, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed*

This Master Agreement with the County of Alameda will renew the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in OUSD for the new term. This agreement has been in place between Alameda County and Oakland Unified School District since October 2004.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of the Master Agreement between the Oakland Unified School District and the County of Alameda, San Leandro, CA, for the latter to provide a range of programs and services in OUSD schools, to include health and wellness services, school-based health centers, school-based behavioral health services. This Master Agreement further establishes County and District obligations around joint fund development, information sharing, space, and planning and coordination for the period of October 1, 2015 through September 20, 2020, at no cost to the District.

**Recommendation** Approval of a Master Agreement between Oakland Unified School District and the County of Alameda. Services to be primarily provided to 922/Community Schools and Student Services for the period October 1, 2015 through September 20, 2020.

**Fiscal Impact** Funding Resource: No Fiscal Impact

**Attachments**

- Master Agreement
- Certificate of Insurance

**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") and the County of Alameda ("COUNTY")

**RECITALS**

Whereas the mission of Oakland Unified School District (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.

Whereas the DISTRICT, through the Community Schools and Student Services Department, leverages community partnerships and resources so that Oakland 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"), the Alameda County Probation Department ("PROBATION"), and the Alameda County Social Services Agency ("SOCIAL SERVICES"); 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 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 COUNTY, through PROBATION and/or SOCIAL SERVICES, identifies youth who are in need of health, wellness and transition services, refers youth to their respective programs, and coordinates access to such services; 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 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, 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 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:

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

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, where possible, 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.

## **2. Term of Agreement.**

The term of this agreement shall be from October 1, 2015 to September 30, 2020 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.

## **3. Services:**

**Full Service Community Schools:** A Full Service Community School serves the whole child, invites the community in, and extends the boundaries into the community in order to accelerate academic achievement and student, family, and community success.

**Health and Wellness Services:** School based health and wellness services are programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services (collectively "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers.

**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 to provide HWS on school sites throughout the DISTRICT.

**School Based Behavioral Health Services ("SBBH")** are services offered to students through ACHCSA staff and contract providers 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 and through DISTRICT linked activities and programs.

**Health Work Based Learning Experiences (such as Internships)** are an educational approach that links learning in the workplace to learning in the classroom to engage students more fully and increase access to future educational & career opportunities. Health Work Based Learning Experiences are offered through ACHCSA, including Alameda County Health Career Pipeline Program (ACHPP), staff to promote college and career readiness.

## **4. COUNTY Obligations.**

The COUNTY will provide HWS, through its staff, contract providers and other resources, to DISTRICT students and schools at DISTRICT school sites. 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.

## **5. 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 proving HWS at each school site in addition to assigning a DISTRICT liaison for key HWS program areas; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) 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; (7) reliable internet access; and (8) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, 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.

## **6. 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 at all sites. 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 Health Officer and PUBLIC HEALTH.



- (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 OUSD health and wellness staff in their delivery of HWS.
- (4) Work with DISTRICT to establish 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 ACHSCA contractors accountable around deliverables included in COUNTY contract.
- (12) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those 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.

**B. Medical Services:** The following is a list of medical services the COUNTY, or entities it contracts with, may provide.

- (1) First aid, triage and urgent care services
- (2) Management of chronic conditions
- (3) 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.
- (4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- (5) 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
- (6) Referrals to occupational and physical therapy based on physician diagnosis
- (7) Medical screening and management, which may include:
  - Laboratory testing
  - HIV Testing
  - Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
  - Review of prescriptions and monitoring
  - Assured linkage to primary care physicians

Referrals to outside providers as appropriate

**C. SBBH:** 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
- (4) Case management
- (5) Social emotional coaching for District staff
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention
- (11) 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.

**D. 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.

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.

- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education as approved by DISTRICT. All peer education will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.
- (6) 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.

**E. Dental Services:** Through the OUSD 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.

- (1) Dental screening, cleaning, fluoride and sealant provisions, restorative care/treatment
- (2) Dental education and instruction
- (3) Referrals for treatment and follow-up care that cannot be provided onsite

**F. 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 education students on the prevention of injuries.

- (1) Violence prevention activities, which may include, conflict mediation and resolution, case management, training, and crisis de-escalation
- (2) Safe Routes to Schools
- (3) Bicycle and helmet education and demonstration through safety assemblies and technical assistance.
- (4) Programs to prevent interpersonal violence including Bully Prevention, Teen Dating Violence Prevention, Commercial and Sexual Exploitation of Minors prevention/education, and LGBTQ support services.
- (5) Recruitment, training, maintenance, and stipends of school safety patrols.

**G. Youth College & Career Development:** 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 Leadership
- (2) Work based Learning Experiences
- (3) Internships/externships with COUNTY agencies, businesses and organizations in the community
- (4) Arts, media and expression programming
- (5) Youth Leadership
- (6) Peer Health Education

**H. Connecting Kids to Health Coverage and other Social Services Programs:** 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 and SSA to conduct health coverage and CalFresh enrollment through OUSD Central Family Resource Center and site-based enrollment events.
- (2) Conduct outreach to families to inform them of programs that they may be eligible for participation.

## **7. 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 the like.

**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 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 the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

**D. Coordination with PROBATION**

- (1) DISTRICT shall provide a liaison to work with PROBATION staff to expeditiously transition and/or enroll minors released from Camp Wilmont Sweeney and Juvenile Hall to their appropriate local school.
- (2) DISTRICT shall coordinate with designated ACHCSA and PROBATION representatives to help youth and families identified as in need of school based health and wellness services and referred to DISTRICT or ACHCSA by PROBATION to access those services.

**E. Coordination with SOCIAL SERVICES**

- (1) National School Lunch and Breakfast Programs:
  - (a) DISTRICT shall provide an input file containing the students' name, date of birth, sex, social security number (if any) to SOCIAL SERVICES Information Services Division (ISD) to match against case records of SOCIAL SERVICES to determine which students are from household receiving CalWORKs, Food Stamps, Foster Care, or Medi-Cal below 133% of the Federal poverty level.
  - (b) DISTRICT shall maintain matched input file as a confidential document with the standard security measures, which would be assigned to such a document. The requirement for confidentiality of records set forth in the California Welfare and Institutions Code Section 10850 shall be maintained at all times, the referenced statute specifically allowing an eligibility verification process such as this.

- (c) DISTRICT shall not release data to anyone other than designated staff without specific written permission of the Director of SOCIAL SERVICES.
  - (d) DISTRICT shall destroy the input file with the data match from SOCIAL SERVICES at the end of the school year.
- (2) Connecting Kids To Coverage Program:
- (a) DISTRICT shall share "directory" data as allowed under existing California Education Code Section 49061 (34 C.F.R. 99.3) to expedite the enrollment and re-enrollment of eligible students into public benefit programs, including CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
  - (b) DISTRICT Technology Services Department will send OUSD student directory information to SOCIAL SERVICES ISD via secure ftp website on a monthly basis. The information shared will be limited to the directory information and will not include confidential student information. See Appendix A for a list of the school directory variable to be included in the send file.
  - (c) DISTRICT staff shall be allowed to use the SOCIAL SERVICES eligibility data to aid in the application and/or renewal processes for CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
  - (d) During the enrollment process, DISTRICT will attempt to gain written consent of parents/guardians to share enrollment data with SOCIAL SERVICES. Where DISTRICT has obtained individual parent/guardian consent, DISTRICT will share data on who was assisted with enrollment. This data will be limited to information collected in the enrollment process and will include names, dates of birth, dates of service, and SOCIAL SERVICES program names.
  - (e) DISTRICT shall maintain confidentiality of SOCIAL SERVICES data and advise all employees and agents who are given access to the confidential information of the mandate and penalties pursuant to California Welfare and Institutions Code Section 10850.

## **8. HWS - PROBATION Scope of Services**

- A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.
- B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.



- C. PROBATION shall disclose relevant aggregate and individual data held by PROBATION, to DISTRICT and ACHCSA and/or its contract providers, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.

## 9. HWS – SOCIAL SERVICES Scope of Services

- A. National School Lunch and Breakfast Programs.  
SOCIAL SERVICES will collaborate with the DISTRICT to exchange data to match records from the DISTRICT to those of SOCIAL SERVICES for Direct Certification of students to receive free or reduced-price meals to carry out the provisions of the U.S. Federal Child Nutrition and WIC Reauthorization Act of 1989, Section 202(b)(1).
  - (1) SOCIAL SERVICES ISD shall match the input file from DISTRICT against SOCIAL SERVICES case records of active CalWORKs, Food Stamps, Foster Care, and Medi-Cal below 133% of the Federal poverty level to determine which students are in households participating in such programs. SOCIAL SERVICES shall enter coding on the input file to indicate eligibility for a free school breakfast/lunch.
  - (2) SOCIAL SERVICES Director's designee will sign a transmittal memo to certify that the students are members of households currently certified to receive CalWORKs, Food Stamps, Medi-Cal below 133% of federal poverty level, or are in foster care.
  - (3) At the end of the data run, SOCIAL SERVICES shall ensure that the original or input file will be returned to DISTRICT in a manner that ensures confidentiality.
- B. Connecting Kids To Coverage Program.  
SOCIAL SERVICES will collaborate with the DISTRICT to exchange data to maximize student enrollment in SOCIAL SERVICES programs that promote education, health and well-being, including Medi-Cal, CalFresh, and Covered California sponsored insurance programs.
  - (1) SOCIAL SERVICES ISD will match student directory information from DISTRICT with SOCIAL SERVICES case records from CalWORKs, Cal-Learn, Foster Care, Medi-Cal; and CalFresh. SOCIAL SERVICES will then send a return file with this information to DISTRICT. See Appendix A for a list of the SOCIAL SERVICES variables to be included in the return file.
  - (2) SOCIAL SERVICES will only release data to designated DISTRICT staff.

## 10. Coordination Mechanisms

- 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 on behalf of the COUNTY and Community Schools and Student Services on behalf of the DISTRICT as the co-leads for the development of full service community schools and implementation of HWS.
  - (1) As such, the Center for Healthy Schools and Communities and 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 initiatives:
    - (a) School-based health services
    - (b) School-based behavioral health services, including Trauma Informed Care
    - (c) School-based health centers
    - (d) Full Service Community Schools
    - (e) Family Supports
    - (f) Coordination of Services Teams (COST)
    - (g) Health Insurance Enrollment/Connecting Kids to Coverage
    - (h) Health Career Pathways and Internships
    - (i) Transitional Support services for Foster, Refugee, Homeless students and families, and Unaccompanied Children.
    - (j) Restorative Justice
    - (k) At-risk Youth: Juvenile Justice/Foster Care/Homeless
    - (l) Transitions for students at the Juvenile Justice Center
    - (m) 0-8 Convergence
    - (n) Educationally Related Mental Health Services (ERMHS)
    - (o) Nutrition education services and safe routes to school
  - (3) COUNTY AND DISTRICT will convene meetings each quarter to do the following:
    - (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

## 11. 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 a reasonable time 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 a reasonable time 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.

## 12. 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 shall contribute on-site improvements for SBHC facilities up to the amount of \$2,500,000, for the SBHC construction budget for Oakland Technical High School, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs, excluding furniture and equipment.

**13. 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 the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

- (4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party 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) 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) 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 the requirements of FERPA and other federal and state law.
- (5) 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) 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) PROBATION shall provide individual information from its records for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by federal and state law. PROBATION shall provide access to individual and/or aggregate information for research and evaluation purposes, in accordance with and to the extent allowed by federal and state law.
- (10) COUNTY (excluding SOCIAL SERVICES) and DISTRICT and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code section 830.1 ("Section 830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provisions of 34 C.F.R. § 99.31(a)(5)(i); Section 830.1, and other federal and state law.
- (11) 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.
- (12) 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.

**14. 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.

## 15. 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 "A/VII" 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.

**16. 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.

**17. 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.

**18. General Terms and Conditions**

- A. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it is understood and agreed 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.

**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 regulations, 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:

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

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
Center for Healthy Schools & Communities  
Health Care Services Administration  
1000 San Leandro Blvd, 3<sup>rd</sup> Floor  
San Leandro, Ca 94577

Attn: Tracey Schear Director of Children & Youth  
Initiatives

To DISTRICT: Oakland Unified School District

Curtiss Sarikey  
Deputy Chief Community Schools and Student Services  
1000 Broadway Avenue  
Oakland, CA 94607  
510-273-1500(o)  
510-879-2821(f)  
Email: [curtiss.sarikey@ousd.org](mailto:curtiss.sarikey@ousd.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.

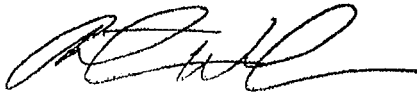
- E. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- F. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by 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** 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 13), and Ownership of Documents (Paragraph 12.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.**

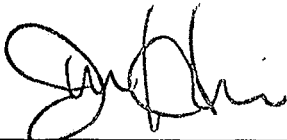
\_\_\_\_\_  
 President  
 Alameda County Board of Supervisors

Date: \_\_\_\_\_



\_\_\_\_\_  
 Antwan Wilson, Superintendent  
 Oakland Unified School District

Date: 10/29/15



\_\_\_\_\_  
 President, Board of Education  
 Oakland Unified School District

Date: 10/29/15



\_\_\_\_\_  
 Secretary, Board of Education  
 Oakland Unified School District

Date: 10/29/15



Master Agreement between Oakland Unified School District and the County of Alameda  
 Related to School-Based Health and Wellness Services

OUSD or the District verifies that  
 the Contractor does not appear on  
 the Excluded Parties List at  
<https://www.sam.gov/>

APPROVED AS TO FORM  
Jacqueline Minor, General Counsel  
Oakland Unified School District

APPROVED AS TO FORM  
DONNA R. ZIEGLER, County Counsel

By: \_\_\_\_\_  
Raymond S. Lara  
Senior Deputy County Counsel





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/15

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660 949-756-0271 • Fax 949-756-2713 • License No. 0C36861	<b>CONTACT NAME:</b> _____	
	<b>PHONE:</b> _____ <b>PHONE:</b> _____	
	<b>E-MAIL ADDRESS:</b> _____	
	<b>PRODUCER CUSTOMER ID #</b> _____	
<b>INSURED:</b>  Oakland Unified School District 1000 Broadway Street Oakland, CA 94607	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: New York Marine and General Insurance	16608
	INSURER B: State National Insurance Company	12831
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS-COMP/OP AGG.	
	<b>AUTOMOBILE LIABILITY EXCESS OF SIR</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)	
							LIMIT	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per Accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<b>EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y/N			WC2014EPP00296	07/01/15	07/01/16	X WC STATUTORY LIMITS	OTH-ER
B	<b>ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?</b> N <small>(MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</small>	N/A		NDE-0848943-15	07/01/15	07/01/16	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Accord 101, Additional Remarks Schedules, if more space is required)

EVIDENCE OF COVERAGE ONLY. RE: Fiscal Year, July 1, 2015 – June 30, 2016

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

**CERTIFICATE HOLDER****CANCELLATION**

ATTN: Alex Briscoe  
 Alameda County Health Services Agency  
 1000 San Leandro Blvd. Suite 300  
 San Leandro CA 94577

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

AUTHORIZED REPRESENTATIVE

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

LICENSE # 0451271

**COVERED PARTY:**  
 Oakland Unified School District  
 1000 Broadway, Suite 300  
 Oakland CA 94607

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

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

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-107	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[ ] W/C STATUTORY LIMITS [ ] OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date.

Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

**CERTIFICATE HOLDER:**  
 Alameda County Health Care Services Agency  
 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.**

*John Stephens*  
 John Stephens AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-07	Keenan & Associates

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

**Additional Covered Party:**

Alameda County Health Care Services Agency  
1000 San Leandro Blvd.  
San Leandro CA 94577

**As Respects:**

As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date. Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

Oakland Unified School District hereby names The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are included as an Additional Covered Party but only as respects to liability arising out of acts and omissions of Oakland Unified School District's officers, agents and employees.



\_\_\_\_\_  
Authorized Representative

Issue Date: 6/29/2015

**DISCLAIMER**

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.