

File ID Number	11-2490
Introduction Date	10/12/11
Enactment Number	11-2189
Enactment Date	10-12-11
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

September 28, 2011

To: Board of Education  
 From: Tony Smith, Superintendent  
 Vernon Hal, Deputy Superintendent, Business & Operations  
 Subject: Amendment No. 1 - Grant Agreement for Site Coordination Contract FY 2010-12

**ACTION REQUESTED:**

Approval by the Board of Education of the First Amendment to the Grant Agreement between the District and Alameda County Health Care Services Agency to increase funding for site coordination in the amount of \$172,000, increasing the grant total amount to \$395,460.00, for the period December 1, 2010 through June 30, 2012, pursuant to the terms and conditions thereof.

**BACKGROUND:**

Grant amendment agreement for OUSD Family, Schools, and Community Partnerships Department for the 2010-2012 fiscal year that benefit the identified schools is submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
11-2490	Yes	Grant	Family, Schools and Community Partnerships Department, Alliance Academy, Elmhurst Community Prep, Dewey Academy, Metwest High School, La Escuelita Elementary and Frick Middle School.	To support site-based coordination of support services.	12/1/10-6/30/12	Alameda County Health Care Services Agency and Kaiser Permanente - Oakland Universal Access Initiative	\$172,000.00

**DISCUSSION:**

- OUSD Family, Schools, and Community Partnerships, in partnership with Site Administrators, will hire site coordinators to create new and support existing community and cross agency partnerships to

OUSD received a completed grant agreement for each program listed in the chart by department.

**FISCAL IMPACT:**

The total amount of the grant amendment will be provided OUSD Family, Schools, and Community Partnerships Department

- \$172,000.00

**RECOMMENDATION:**

Approval and support by the Board of Education of grant amendment for fiscal years 2010-12 to accept funding, pursuant to terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS**

Grant Face Sheet

Amendment No. 1, Grant Agreement

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Oakland Universal Access in Schools Initiative	<b>Funding Cycle Dates:</b> 12/1/2010 – 6/30/2012
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address)  Kimi Sakashita 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577 510-618-3425 (Office) Kimi.sakashita@acgov.org	<b>Grant Amount for Full Funding Cycle:</b>  12/1/2010 – 6/30/2012
<b>Funding Agency:</b> Alameda County Health Care Services Agency	<b>Grant Focus:</b> Additional Site-based coordination of support services
<b>List all School(s) or Department(s) to be Served:</b> Family, Schools, and Community Partnerships Department, Alliance Academy, Elmhurst Community Prep, Dewey Academy, La Escuelita Elementary, Metwest High School and Frick Middle School.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This funding will support site-based coordination of support services at the Elmhurst Campus, Downtown Educational Complex and Frick Middle School, in order to increase utilization of support services by at-risk students, remove barriers to learning, as well as mitigate root causes for truancy and chronic absence.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Evaluation for the Oakland Universal Access in Schools Initiative is incorporated into the larger Alameda County Health Care Services Agency – School Health Services Coalition evaluation conducted by University of California, San Francisco.
Does the grant require any resources from the school(s) or district? If so, describe.	OUSD will 1) hire site coordinators, 2) provide site coordinators with office space, access to telephone/voicemail, computer and Internet, and 3) provide district-wide direction and training to site coordinators to ensure understanding of their role in site-based coordination and integration of health services within OUSD.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	All scheduling of support service provision will be arranged in partnership with the Site Administrator and will minimize disruption to attendance and participation in the academic program.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Joanna Locke Director, Health and Wellness 495 Jones Avenue, Oakland, CA 94603 510-639-4289 (office) Joanna.locke@ousd.k12.ca.us

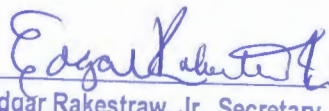
**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)			

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		

  
 Jody London,  
 President, Board of Education  
 10/13/11

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education  
 10/13/11

**LEGISLATIVE FILE**

File ID Number 11-2490  
 Introduction Date 10-12-11  
 Enactment Number 11-12189  
 Enactment Date 10-12-11

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Oakland Unified School District ("Contractor") with respect to that certain agreement entered by them on December 1, 2010 (referred to herein as the "Contract").

County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
  - Contractor shall perform the additional services as set forth in Exhibits A-1, attached hereto and incorporated by reference.
  - County shall pay the additional sums, pursuant to the terms set forth in Exhibit B-1, attached hereto and incorporated by reference.
- 2) Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this First Amendment is executed by the County ("Effective Date").
- 3) The term of the Agreement is currently scheduled to expire on December 31, 2011. As of the Effective Date, the term of the Agreement is extended through June 30, 2012.

In consideration for Contractor's additional services, the County shall pay Contractor in an amount not to exceed ONE HUNDRED AND SEVENTY-TWO THOUSAND dollars (\$172,000.00). As a result of these additional services the not to exceed amount has increased from TWO HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED AND SIXTY dollars (\$223,460.00) to THREE HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED AND SIXTY dollars (\$395,460.00) over the term of the Agreement.

4) DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit C, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, 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. 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.
- 5) Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

Oakland Unified School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

By: [Signature] Date: 9/13/11  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Anthony Smith, Ph.D.  
(Printed)

Title: President of the Board of Supervisors

Title: Superintendent

By: [Signature] Date: \_\_\_\_\_  
Maria Santos  
Deputy Superintendent  
Instruction, Leadership and Equity-in-Action

Approved as to Form:

By: [Signature] Date: 10/13/11  
Jody London,  
President, Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Counsel Signature

By: [Signature] Date: 10/13/11  
Edgar Rakestraw  
Secretary, Board of Education

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Approved as to Form:

By: [Signature] Date: 8/31/11  
Jacqueline P. Minor, Esq.  
OUSD, General Counsel

**LEGISLATIVE FILE**

File ID Number 11-2490  
Introduction Date 10-12-11  
Enactment Number 11-2189  
Enactment Date 10-12-11

**EXHIBIT A-1**

1. Contractor shall continue to provide the services and perform the obligations set forth in Exhibit A of the Contract dated December 1, 2010, through the term of this Amendment, June 30, 2012.
2. Contractor shall provide services with site coordination in order to develop School-Based Health Centers at the Frick Middle School.
3. Contractor shall provide and hire and supervise Site Coordinators for the Frick Middle School, Elmhurst Community Prep/Alliance Academy and the Downtown Educational Complex. Contractor shall hire, pay and supervise these positions, which shall be exclusively dedicated to the development, implementation, evaluation and monitoring of site based support services.
4. Contractor shall provide the Site Coordinators with office space at their assigned campus for the days that s/he is working on-site, including access to telephone/voicemail, computer and Internet.
5. CONTRACTOR will oversee the Site Coordinators' schedules and performance and be available as needed to meet with the Kaiser Implementation Team to provide feedback and guidance on the project.
6. CONTRACTOR will provide ongoing guidance and support through its participation on the Kaiser Implementation Team in order to establish suitable goals and timelines with respect to all SBHC and health provider related activities.
7. Contractor shall provide district-wide direction and training to the Site Coordinators working in OUSD to ensure understanding of their role in site-based coordination and integration of health services within OUSD.
8. Contractor's supervision of Site Coordinators shall include that they perform the following:
  - I. Create new and support existing community and cross agency partnerships to build and expand health services on their school campus.
  - II. Build collaboration with other site-based staff from the various health agencies providing services on their campus.
  - III. Serve as the point person and maintain communication with Kaiser Implementation Team throughout the project including:
    - a. Planning and coordination of site visits to the school when appropriate.
    - b. Participation in initiative-wide meetings to assess project progress and provide feedback.



- c. Promptly update Kaiser Implementation Team to any changes to project staff or other site level issues or concerns.
  - d. Provide any other necessary feedback to Kaiser Implementation Team.
- IV. In collaboration with site based health partners, plan and facilitate site-based planning meetings related to the development of the school-based health center and health services, in general, for the campus.
  - a. Regularly convene school site meetings with allied onsite health providers to facilitate communication between providers and foster integration of services.
- V. Provide support for site-based facilities planning (i.e. facilitation of communication between school administration and Facilities Project Manager/Architect, arrange and attend site-based and off-site facilities planning meetings, etc.).
- VI. Coordinate and/or support assessment activities including, but not limited to:
  - a. Plan and coordinate the staff and teacher luncheon where data will be collected for the assessment.
  - b. Plan and coordinate the parent/guardian dinner where data will be collected for the assessment.
  - c. Community focus groups, surveys and/or interviews (students, parents, school staff, etc.)
  - d. California Healthy Kids Survey administration (in relevant years)
  - e. Data entry and documentation of client data collection in *ETO* if applicable.
- VII. Coordinate the planning and implementation of at least one school-wide health promotion event (health fair) that increases awareness and support for health services.
- VIII. Attend all trainings and support meetings with Alameda County Health Care Services Agency, School Health Services Coalition.

#### **REPORTING REQUIREMENTS:**

Contractor shall provide the School Health Services Coordinator with a narrative report on the status of the scope of services. When possible, the report will include photographs of events, copies of outreach materials, responses to surveys, and other assessments conducted by the Site Coordinators.

Contractor shall collect and summarize process and outcome data on the following indicators to track progress toward the goals, and submit in a written report:

- Resource directory and description of existing support services on each school campus.

- Description of efforts to improve coordination of services, including copies of procedures and policies developed.
- Narrative report outlining any new partnerships to build and expand health services, collaborative interventions and/or events on their school campus.
- Number of meetings and events and approximate number contacted in outreach efforts to the general school population toward the planning and implementation of health services.
- Description and copies of materials used in outreach efforts.
- Number of meetings, agendas, minutes, and key decisions made within the provision of site coordination of the health services.
- Description of health activities and events coordinated through site-based planning including the number of youth served and number of meetings/events held at each campus.

Contractor shall provide the School Health Services Coordinator with one electronic copy and one hard copy of the quarterly report for the preceding three months. Quarterly reports and invoices are due on:

- January 15, 2012 (for the period covering October 1, 2011 through December 31, 2011)
- April 15, 2012 (for the period covering January 1, 2012 through March 31, 2012)
- July 15, 2012 (for the period covering April 1, 2012 through June 30, 2012)

**EXHIBIT B-1  
PAYMENT TERM**

**I. Budget Related**

Description	Budget
1 FTE Site Coordinator Position at Frick Middle School, and additional funding to cover increased cost of 2 Full-Time Equivalent Site Coordinator Positions at Elmhurst Community Prep/Alliance Academy and the Downtown Educational Complex.	\$172,000
<b>Not to exceed \$172,000</b>	

**II. Conditions of the Funding Source**

This contract provides for one-time-only funding for site coordination and professional development at the schools identified above. In awarding this grant, ACHCSA in no way obligates itself to award future grants to the recipient.

**III. Terms and Conditions of Payment**

**A. Reimbursement**

1. The total amount of reimbursement under the terms of this Standard Agreement Amendment shall not exceed **\$172,000.00**. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in Exhibit A-1 of this Agreement without prior written approval from the School Health Services Coordinator.
2. Contractor shall invoice the County quarterly during the contract period based on actual expenses incurred, accompanied by the required quarterly reports, pursuant to Exhibit A-1 of this Agreement. The fourth and final invoice shall reflect actual expenditures, but not to exceed the balance of the Contract amount. Invoices and required reports shall be received by the County according to the schedule noted above unless otherwise approved by School Health Services Coordinator.
3. Contractor shall provide the School Health Services Coordinator with one electronic copy and one hard copy of all required documentation.

If reporting requirements cannot be met, Contractor shall contact the School Health Services Coordinator with the reason for delay and the estimated date for report completion. Lack of notification may result in fund reduction, delay or reduction of full reimbursement of the amount requested.

The School Health Services Coordinator shall review invoices, the accompanying reports and/or supporting documentation required by the Health Care Services Agency that

documents current progress on deliverables and sign off on invoice for payment upon successful completion and acceptance of the products and services listed in Exhibit A-1.

County shall use its best efforts to process invoices submitted for reimbursement by Contractor within ten (10) working days from receipt of invoice, progress report and any other documentation required or requested by County.

4. CONTRACTOR shall invoice School Health Services, in accordance with the provisions of this Contract. Invoice, with an original signature, contract and PO numbers, and the service period covered, should be sent to:

Alameda County Health Care Service Agency  
ATTN: Kimi Sakashita, School Health Services Coordinator  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

**EXHIBIT C**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 necessary 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: Tony Smith TITLE: Superintendent

SIGNATURE:  DATE: 9/13/11

File ID Number	10-2861
Introduction Date	12/6/10
Enactment Number	10-2250
Enactment Date	12-14-10
By	By



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

December 15, 2010

To: Board of Education

From: Tony Smith, Superintendent  
Michelle Oppen, Program Manager, Coordinated School Health

Subject: District Submitting Grant Proposal

**ACTION REQUESTED:**

Approval by the Board of Education of District a grant agreement for OUSD schools for fiscal years 2010-2012 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2010-2012 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
10-2861	See Under Attachments		Complementary Learning Department, Alliance Academy, Elmhurst Community Preparatory, Dewey Academy, Midwest High School, and La Escuelita Elementary School	To support site-based coordination of support services and professional development related to school climate and Restorative Justice.	December 1, 2010 - December 31, 2011	Alameda County Health Care Services Agency and Kaiser Permanente - Oakland Universal Access in Schools Initiative	\$223,460

**DISCUSSION:**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$223,460.00



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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**RECOMMENDATION:**

Approval by the Board of Education of District a grant agreement for OUSD schools for fiscal years 2010-2012 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Face sheet  
Grant Application

OUSD Grants Management Face Sheet

<b>Title of Grant: Oakland Universal Access in Schools Initiative</b>	<b>Funding Cycle Dates:</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address)  1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577 510-618-3425 (Office) Kimi.sakashita@acgov.org	<b>Grant Amount for Full Funding Cycle:</b> 12/1/2010 - 12/31/2011
<b>Funding Agency:</b> Alameda County Health Care Services Agency	<b>Grant Focus:</b> Site-based coordination of support services and professional development related to school climate and Restorative Justice.
<b>List all School(s) or Department(s) to be Served:</b> Elmhurst Campus (Alliance Academy, Elmhurst Community Prep), Downtown Educational Complex (Dewey Academy, La Escuelita and Metwest).	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	This funding will support site coordination at the Elmhurst Campus and the Downtown Educational Complex exclusively dedicated to the development, implementation, evaluation and monitoring of site-based supports, in order increase utilization of support services by at-risk students, as well as mitigate root causes for truancy and chronic absence. Additionally, funding will be provided to support a training consultant to facilitate the implementation of school climate initiatives including restorative justice and violence prevention at identified schools.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Evaluation for the Oakland Universal Access in Schools Initiative is incorporated into the larger Alameda County Health Care Services Agency - School Health Services Coalition evaluation conducted by University of California, San Francisco.
Does the grant require any resources from the school(s) or district? If so, describe.	OUSD will 1) hire site coordinators, 2) provide site coordinators with office space, access to telephone/voicemail, computer and Internet, and 3) provide district-wide direction and training to site coordinators to ensure understanding of their role in site-based coordination and integration of health services within OUSD.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	All scheduling of support service provision will be arranged in partnership with the Site Administrator and will minimize disruption to attendance and participation in the academic program.



**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 30, 2010, is by and between the County of Alameda, hereinafter referred to as the "County", and Oakland Unified School District, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Oakland Universal Access in Schools Initiative services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Oakland Universal Access In Schools Initiative Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A    Definition of Services
- Exhibit B    Payment Terms
- Exhibit C    Insurance Requirements
- Exhibit D    Debarment and Suspension Certification
- Exhibit E    HIPAA Requirements

The term of this Agreement shall be from December 1, 2010 through December 31, 2011.

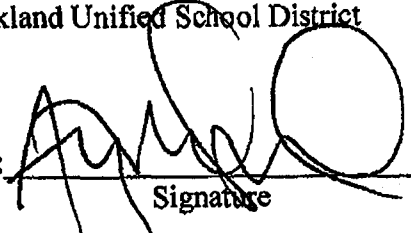
The compensation payable to Contractor hereunder shall not exceed Two Hundred Twenty Three Thousand Four Hundred Sixty U.S. Dollars Only (\$223,460.00) for the term of this Agreement.

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

COUNTY OF ALAMEDA

Oakland Unified School District

By: \_\_\_\_\_  
Signature

By:   
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Tony Smith  
(Printed)

Title: President of the Board of Supervisors

Title: Superintendent

Date: 11/16/2010

Approved as to Form:


By:   
President, Board of Education

By: \_\_\_\_\_  
County Counsel Signature

By:   
Secretary, Board of Education

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Approved as to Form:

By:   
OUSD, General Counsel

**LEGISLATIVE FILE**

File ID Number 10-2861  
Introduction Date 12-6-10  
Enactment Number 10-2250  
Enactment Date 12-14-10

**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no 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, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** Standard language intentionally deleted. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.
  
3. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. See Additional Provisions Non-Standard Provisions of the General Terms and Conditions, below.
  
4. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
  
5. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

6. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  
7. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor 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. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor 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 Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  
  - c. Contractor 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.
  
8. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, 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) 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.

9. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

10. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

11. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

12. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express

royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

13. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

14. 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  
Health Care Services Agency  
1000 San Leandro Blvd, Suite 300  
San Leandro, CA 94577  
Attn: Vana Chavez

To Contractor: Oakland Unified School District  
Joanna H. Locke, MD, MPH  
Director, Health and Wellness  
Complementary Learning  
495 Jones Avenue  
Oakland, CA 94603  
510-879-8328(o)  
510-879-2821(f)  
Email: joanna.locke@ousd.k12.ca.us



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.

15. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
  
16. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
17. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
18. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

19. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
20. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
21. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Oakland Universal Access in Schools Initiative Services shall not exceed \$223,460.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
22. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**  
  
Intentionally deleted.
23. **FIRST SOURCE PROGRAM:** Intentionally deleted.
24. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
25. **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.
26. **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 Contractor 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.

27. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
28. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
29. 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.
30. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
31. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
32. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
33. **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.
34. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
35. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
36. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
37. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**NON-STANDARD PROVISIONS OF THE GENERAL TERMS AND  
CONDITIONS**

1. Section 2 (INDEMNIFICATION) of the General Terms and Conditions is amended to state in its entirety:

**INDEMNIFICATION:** To the fullest extent permitted by law, each party to this Agreement shall hold harmless, defend and indemnify the other party, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from each party's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the respective party's performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other party of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

2. Section 4 (PREVAILING WAGES) of the General Terms and Conditions is amended to state in its entirety:

**PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for

Contract No. \_\_\_\_\_

work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. County acknowledges and agrees that Contractor is a public entity and is permissibly self-insured under the NorCal Relief JPA.

County Counsel Signature: \_\_\_\_\_



**EXHIBIT A  
DEFINITION OF SERVICES**

**CONDITIONS OF FUNDS:**

The purpose of this contract is to provide the ***Oakland Universal Access in Schools Initiative***, convened by the School Health Services Coalition of the Alameda County Health Care Services Agency (HCSA) and Complementary Learning of Oakland Unified School District (OUSD), with site coordination for the Downtown Educational Complex, and the Elmhurst Middle School Campus in order to develop a School Based Health Center (SBHC) at each of these sites, increase access to comprehensive school health services for all OUSD students and ensure integration of these services with the school and other support services on-site and in the surrounding community. Additionally, this contract will provide Oakland Unified School District with funding for planning, professional development, and evaluation of Integrated Support Services including restorative justice and other school climate initiatives. In awarding this one-time only grant, HCSA in no way obligates itself to award future grants to the recipient.

**BACKGROUND:**

*The overarching goal of the Oakland Universal Access in Schools Initiative is to improve health and academic outcomes for all youth in OUSD. To achieve this goal, the Initiative has identified three key objectives:*

1. Include stakeholders from the Mayor's Office, the City, OUSD and the County to create a strategic leveraging plan that builds on current and anticipated investments to increase access to comprehensive school health services.
2. Build the capacity of existing and future SBHCs to provide expanded care to serve feeder schools when appropriate.
3. Increase access to comprehensive health and wellness services in schools with enrollment in excess of 299 that are not currently served by a SBHC.

The ***Oakland Universal Access in Schools Initiative*** is a partnership between OUSD, the County, the Mayor's Office, and the City of Oakland which has received funding from Kaiser Permanente Northern California Fund for Community Benefits to implement the three objectives stated above.

The initiative adheres to national youth development principles that build on young people's strengths and innate abilities, and addresses their developmental needs. Collaborative partners are committed to a holistic approach by providing services that foster academic success, health and positive youth development. ***Oakland Universal Access in Schools Initiative*** intends to build an integrated and seamless service system at the Downtown Educational Complex, Oakland High School, Skyline High School, the Elmhurst Middle School Campus and Frick Middle School. The partners

are committed to sustaining the integrated services delivery model beyond the Kaiser investment.

The school site administrator(s), OUSD, and HCSA plan, design and gradually deliver age appropriate integrated health services to students and families in collaboration with the health provider and other providers on the school site.

As such, CONTRACTOR shall fulfill the following contracted services:

**A. Site Coordination**

**Role of Oakland Unified School District (OUSD):**

1. Hire and supervise 2 full-time employee Site Coordinators for the Downtown Education Complex, and the Elmhurst Middle School Campus. These positions will be exclusively dedicated to the development, implementation, evaluation and monitoring of site based support services.
2. Provide the Site Coordinators with office space for days that s/he is working on-site, as well as access to telephone/voicemail, computer and Internet.
  - a. CONTRACTOR will oversee the Site Coordinators' schedules and performance and be available as needed to meet with the Kaiser Implementation Team to provide feedback and guidance on the project.
  - b. CONTRACTOR will provide ongoing guidance and support through its participation on the Kaiser Implementation Team in order to establish suitable goals and timelines for the project with respect to all SBHC and health provider related activities.
3. Provide district-wide direction and training to the Site Coordinators to ensure understanding of their role in site-based coordination and integration of health services within OUSD.
4. Ensure that the Site Coordinators meet the deliverables of this contract.

**Role of Site Coordinators:**

5. Create new and support existing community and cross agency partnerships to build and expand health services on their school campus.
6. Build collaboration with other site-based staff from the various health agencies providing services on their campus.
7. Serve as the point person and maintain communication with Kaiser Implementation Team throughout the project including:

- a. Planning and coordination of site visits to the school when appropriate.
  - b. Participation in initiative-wide meetings to assess project progress and provide feedback.
  - c. Promptly update Kaiser Implementation Team to any changes to project staff or other site level issues or concerns.
  - d. Provide any other necessary feedback to Kaiser Implementation Team.
8. In collaboration with site based health partners, plan and facilitate site-based planning meetings related to the development of the school-based health center and health services, in general, for the campus.
- a. Regularly convene school site meetings with allied onsite health providers to facilitate communication between providers and foster integration of services.
9. Provide support for site-based facilities planning (i.e. facilitation of communication between school administration and Facilities Project Manager/Architect, arrange and attend site-based and off-site facilities planning meetings, etc.).
10. Coordinate and/or support assessment activities including, but not limited to:
- a. Plan and coordinate the staff and teacher luncheon where data will be collected for the assessment.
  - b. Plan and coordinate the parent/guardian dinner where data will be collected for the assessment.
  - c. Community focus groups, surveys and/or interviews (students, parents, school staff, etc.)
  - d. California Healthy Kids Survey administration (in relevant years)
  - e. Data entry and documentation of client data collection in Efforts to Outcome *ETO database if applicable.*
11. Coordinate the planning and implementation of at least one school-wide health promotion event (health fair) that increases awareness and support for health services.
12. Attend trainings and support meetings with Alameda County Health Care Services Agency, School Health Services Coalition.

**B. Planning and Professional Development Consultant**

Contractor will employ a Training Consultant to provide program planning, training, and consultation to identified schools to facilitate the implementation of school climate initiatives including restorative justice and violence prevention.

Training Consultant will collaborate with underperforming OUSD middle and high schools to design and implement strategies to reduce racially disproportionate suspensions and referrals to special education, boost student attendance, and increase school site safety through reducing youth violence and offering supported re-entry of students returning from expulsion or incarceration. Modalities will be aligned with the Response to Intervention (RTI) three-tiered model of services including prevention, early intervention, and crisis response/wraparound supports.

Training Consultant will provide a minimum of 400 hours of planning, coaching, and professional development services to a minimum of 12 individual school sites including Edna Brewer, Bunche, Castlemont Community of Small Schools, Coliseum College Preparatory Academy, Dewey Academy, Excel at McClymonds, Fremont Small Schools, Frick, Street Academy, United for Success Academy, and West Oakland Middle School, involving more than 200 teaching and administrative staff, and community providers. Post-training implementation of restorative justice practices will positively impact a minimum of 1500 students and families.

#### **Expected Outcomes at Identified School Sites:**

- Increase in documented pre-referral interventions for students identified with emotional and/or behavioral issues
- Reduced truancy rates for students returning from suspension, expulsion, incarceration
- Reduced suspensions for defiance and violence
- Increase in perceived safety of school campus per California Healthy Kids Survey and/or Use Your Voice survey
- Increased utilization by at-risk students of health, behavioral health, and other supportive services
- Reduced referral for special education services related to emotional disturbance

#### **Integration with other Site-based Initiatives**

Training Consultant will collaborate with teachers, administrators, deans, site/project coordinators, outreach consultants, health and behavioral health providers, police services, school social workers and psychologists, and other community service providers at identified schools to ensure that restorative justice and violence prevention services are integrated along the Response To Intervention continuum.

#### **REPORTING REQUIREMENTS:**

Contractor shall provide the School Health Services Coordinator with a narrative report on the status of the scope of services. When possible, the report will include photographs of events, copies of outreach materials, responses to surveys, and

other assessments conducted by the Site Coordinator independent of the Evaluation Team.

In summary, process and outcome data on the following indicators will be collected to track progress toward the goals:

- Resource directory and description of existing support services on the school campus.
- Description of efforts to improve coordination of services, including copies of procedures and policies developed.
- Narrative report outlining any new partnerships to build and expand health services, collaborative interventions and/or events on their school campus.
- Number of meetings and events and approximate number contacted in outreach efforts to the general school population toward the planning and implementation of health services.
- Description and copies of materials used in outreach efforts.
- Number of meetings, agendas, minutes, and key decisions made within the provision of site coordination of the health services.
- Description of health activities and events coordinated through site-based planning including the number of youth served and number of meetings/events held.
- Number of internal and external referrals and reasons for referrals

OAKLAND UNIFIED SCHOOL DISTRICT shall provide the Oakland School Health Services Coordinator with one electronic copy and one hard copy of the quarterly report for the preceding three months. Quarterly reports and invoices are due on:

- January 15, 2011 (for the period covering December 1, 2010 through December 31, 2010)
- April 15, 2011 (for the period covering January 1, 2011 through March 31, 2011)
- July 15, 2011 (for the period covering April 1, 2011 through June 30, 2011)
- October 15, 2011 (for the period covering July 1, 2011 through September 30, 2011)
- January 15, 2012 ( for the period covering October 1, 2011 through December 31, 2011)

**EXHIBIT B  
PAYMENT TERMS**

**I. Budget Related**

Description	Budget
Two 1.0 Full-Time Employee Site Coordinator Positions @ \$65,000 plus 35% Fringe	\$175,500
Professional Development Consultant (493 hours at \$75/hour)	\$36,975
Subtotal	\$212,475
Indirect Costs @ 5.17%	\$10,985
Not to exceed	\$223,460

**II. Conditions of the Funding Source**

This contract provides for one-time-only funding for site coordination and professional development at the schools identified above. In awarding this grant, ACHCSA in no way obligates itself to award future grants to the recipient.

**III. Terms and Conditions of Payment**

**A. Reimbursement**

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$223,460.00**. Funds shall be used solely in support of the project's program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Oakland School Health Services Coordinator.

OAKLAND UNIFIED SCHOOL DISTRICT shall invoice the county quarterly during the contract period based on actual expenses incurred, accompanied by the required quarterly reports, pursuant to Exhibit A of this Agreement. The final invoice shall reflect actual expenditures, but not to exceed the balance of the contract. Invoices and required reports shall be received by the County according to the schedule below unless otherwise approved by the School Health Services Coordinator:

- January 15, 2011 (for the period covering December 1, 2010 through December 31, 2010)
- April 15, 2011 (for the period covering January 1, 2011 through March 31, 2011)
- July 15, 2011 (for the period covering April 1, 2011 through June 30, 2011)

Contract No. \_\_\_\_\_

- October 15, 2011 (for the period covering July 1, 2011 through September 30, 2011)
- January 15, 2012 (for the period covering October 1, 2011 through December 31, 2011)

2. Contractor shall provide the School Health Services Coordinator with one electronic copy and one hard copy of the quarterly narrative report for the preceding three months along with the invoice.

If reporting requirements cannot be met by above deadlines, Contractor shall contact the Oakland School Health Services Coordinator with the reason for delay and the estimated date for report completion. Lack of notification will result in fund reduction.

The School Health Services Coordinator shall review invoice, accompanying report or supporting documentation required by the Alameda County Health Care Services Agency that documents current progress on deliverables and sign off on invoice for payment upon successful completion and acceptance of the products and services listed in Exhibit A.

County shall process invoice submitted for reimbursement by OAKLAND UNIFIED SCHOOL DISTRICT within ten (10) working days from receipt of invoice, progress report and any other back up documentation as requested.

#### **B. Invoicing Procedures**

OAKLAND UNIFIED SCHOOL DISTRICT shall invoice School Health Services quarterly. Invoice, with an original signature, contract/PO number, and the service period covered, accompanied by the required quarterly report, shall be sent to:

Alameda County Health Care Service Agency  
ATTN: Kimi Sakashita, School Health Services Coordinator  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

**INSTRUCTIONS:** This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

**CONTRACTOR NAME:** Oakland Unified School District DEPT #: 465

**TITLE/SERVICE:** Oakland Universal Access in Schools Initiative

**DEPT. CONTACT:** Kimi Sakashita/Decima C. Molina PHONE: x53425/ x57571

**I. INFORMATION ABOUT THE CONTRACTOR**

YES NO

1. Is the contractor a corporation or partnership? (X) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )

3. If the answer to BOTH questions is YES, provide the employer ID number here:  
94-6000385.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES**

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )



**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Agency/Department Head/Designee  
Signature

Tony Smith  
\_\_\_\_\_  
Printed Name

Alex Briscoe  
\_\_\_\_\_  
Printed Name

11/16/2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 2. Will the contractor work more than an average of ten hours per week? ( ) ( )

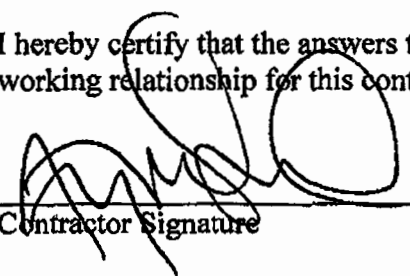
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Agency/Department Head/Designee  
Signature

Tony Smith  
\_\_\_\_\_  
Printed Name

Alex Briscoe  
\_\_\_\_\_  
Printed Name

11/16/2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CERTIFICATE OF COVERAGE

Date (mm/dd/yyyy)  
09/02/10

**ENTITY:**

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

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 POLICIES BELOW

**SELF-INSURED AFFORDING COVERAGE**

Nor-Cal ReLIEF JPA (Excess Coverage)	A
National Union Fire Insurance (Excess WC Coverage)	B
Maiden Reinsurance Corporation (Excess WC Coverage)	B

**INSURED**

**OAKLAND UNIFIED SCHOOL DISTRICT  
SELF-INSURED**

Oakland Unified School District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of Liability or property damage insurance. The provision of the insurance evidenced herein shall apply to claims, costs, injuries or damages but only in proportion and to the extent such claims, costs, injuries and damages are caused by or result from the negligent acts or omissions of the Oakland Unified School District, its officers, agents, or employees.

It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party by the District.

Co.	TYPE OF COVERAGE	POLICY NO.	EFFECTIVE DATE	SELF INSURED RETENTION	LIMITS
A	Comprehensive General Liability	Self-Insured NCR MOC # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 1,000,000.00
A	Automobile Liability	Self-Insured NCR MOC # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 1,000,000.00
A	Property Coverage	Self-Insured NCR MOC # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 250,000,000.00
B	Workers' Compensation	Self-Insured NUF #4880455 MRC #AM00009712010	7/1/10 - 6/30/11	\$ 350,000.00	\$ 100,000,000.00

**DESCRIPTION OF OPERATION/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED ABOVE HAVE BEEN ESTABLISHED BY THE OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF EDUCATION 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. \* Except ten (10) days notice of cancellation for nonpayment of premium

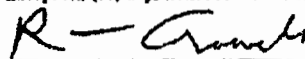
Oakland Unified School District hereby names the County of Alameda, its Board of Supervisors, the individual members thereof and all County officers, agents, employees, and representatives as Additional insured(s) but only with respect to liability arising out of acts and omissions of Oakland Unified School District's officers, agents and employees.

**EFFECTIVE DATES:** October 1, 2010 - June 30, 2011  
**LOCATION OF ACTIVITY:** Department of Complementary Learning 495 Jones Ave., Oakland, CA  
**DESCRIPTION OF ACTIVITY:** School-Based Support Services

**CERTIFICATE HOLDER**

County of America  
School Health Services Administrator  
Health Care Services Administration  
1000 San Leandro Blvd., 3<sup>rd</sup> Floor  
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.  
 \* Except ten (10) days notice of cancellation for nonpayment of premium



Reginald L. Crowell, J. D.  
Risk Management Officer

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

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

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Tony Smith TITLE: Superintendent

SIGNATURE:  DATE: 11/16/2010

## Exhibit E

### Business Associate Provisions relating to HIPAA Effective 4/24/2003

#### Definitions

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

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

#### Obligations and Activities of Business Associate

- (a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- (b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.

## Exhibit E

### Business Associate Provisions relating to HIPAA Effective 4/24/2003

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

#### Permitted Uses and Disclosures by Business Associate

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

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

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

Exhibit E

Business Associate Provisions relating to HIPAA  
Effective 4/24/2003

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

Miscellaneous

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

**CONTRACTOR: Oakland Unified School District**

By: \_\_\_\_\_



Signature

Tony Smith

Printed Name

Superintendent

Title

**Address: 1025 Second Avenue  
Oakland, CA 94606**

**Tax Payer I.D.#94-6000385**

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 30, 2010, is by and between the County of Alameda, hereinafter referred to as the "County", and Oakland Unified School District, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Oakland Universal Access in Schools Initiative services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Oakland Universal Access In Schools Initiative Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A    Definition of Services
- Exhibit B    Payment Terms
- Exhibit C    Insurance Requirements
- Exhibit D    Debarment and Suspension Certification
- Exhibit E    HIPAA Requirements

The term of this Agreement shall be from December 1, 2010 through December 31, 2011.

The compensation payable to Contractor hereunder shall not exceed Two Hundred Twenty Three Thousand Four Hundred Sixty U.S. Dollars Only (\$223,460.00) for the term of this Agreement.

C-5823



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

COUNTY OF ALAMEDA

Oakland Unified School District

By: Nate Miley  
Signature

By: [Signature]  
Signature

Name: NATE Miley  
(Printed)

Name: Tony Smith  
(Printed)

Title: President of the Board of Supervisors

Title: Superintendent

Date: 11/16/2010

Approved as to Form:

By: [Signature]  
President, Board of Education

By: [Signature]  
County Counsel Signature

By: [Signature]  
Secretary, Board of Education

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on 2/23/11 and that a copy has been delivered to the President as provided by Government Code Section 25103

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:  
CRYSTAL HISHIDA GRAFI, Clerk of the Board of Supervisors  
County of Alameda, State of California  
[Signature] on 2/23/11

Approved as to Form:

By: [Signature]  
OUSD, General Counsel