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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date November 20, 2013

Subject Standard Services Agreement - Alameda County Health Care Services Agency - Center for Healthy Schools and Communities (contractor) - 922/Family, Schools, and Community Partnerships Department (site/department).

Action Requested Approval of Standard Services Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of July 1, 2013 through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed. Alameda County Health Care Services Agency, Center for Healthy Schools and Communities and the Family, Schools, and Community Partnerships will work together to implement the OUSD Health Coverage and Public Benefits Enrollment Pilot to provide services to increase the number of eligible children and families enrolled and retained in health coverage and public benefits outreach and enrollment services for families at the Central Family Resource Center located on the Lakeview Campus for the Family, School, and Community Partnerships Department.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Standard Services Agreement between District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to implement the OUSD Health Coverage and Public Benefits Enrollment Pilot for services to develop and sustain regular health coverage and public benefits outreach, enrollment, and retention services at the Central Family Resource Center on the Lakeview Campus for the Family, School, and Community Partnerships Department for the period of July 1, 2013 through June 30, 2015, in an amount not to exceed \$208,483.00.

Recommendation Approval of Standard Services Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of July 1, 2013 through June 30, 2015.

Fiscal Impact Funding resource name: 9149/Alameda County Health Care Services Agency in the amount of \$104,241.50 first fiscal year (2013-2014) of agreement, \$104,241.50 for second fiscal year (2014-2015) of agreement, for a total amount of \$208,483.00.

Attachments

- Standard Services Agreement
- Exhibit A through D
- Questionnaire for Determining Withholding Status

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 26th, 2013, 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 services regarding the Oakland Unified School District Health Coverage and Public Benefits Enrollment Pilot, 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 services regarding the Oakland Unified School District Health Coverage and Public Benefits Enrollment Pilot, 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

The term of this Agreement shall be from July 1, 2013 through June 30, 2015.

The compensation payable to Contractor hereunder shall not exceed Two Hundred Eight Thousand Four Hundred Eighty Three U.S. Dollars Only (\$208,483.00) 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]
Signature

Name: Sup. Keith Carson
(Printed)

Name: Dr. Gary Yee, Ed.D
(Printed)

Title: President of the Board of Supervisors

Title: Acting Superintendent and Secretary

Date: 11/4/13

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By: _____
President, Board of Education

By: _____
Raymond Lara
Senior Deputy Counsel Signature

By: [Signature]
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]
OUSD, General Counsel

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. See Non-Standard Provisions of the General Terms and Conditions, below.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.

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

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

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

11. 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.

12. **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.

13. 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: Tracey Schear/ Rebecca Gebhart

To Contractor: OAKLAND UNIFIED SCHOOL DISTRICT
(Signatory) Dr. Gary Yee, Ed.D
1025- 2nd Avenue
Oakland, CA 94606

(Contact) OAKLAND UNIFIED SCHOOL DISTRICT
Curtiss Sarikey
746 Grand Avenue
Oakland, CA 94610

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.

14. 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.
15. 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.

16. 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

17. 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.

18. 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.
19. 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.
20. 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 services regarding the Oakland Unified School District Health Coverage and Public Benefits Enrollment Pilot shall not exceed Two Hundred Eight Thousand Four Hundred Eighty-Three US dollars (\$208,483.00) payment over three

years for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

SLEB Exempt as vendor is a public school system.
22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. 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.
25. 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.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. 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.
28. 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.

29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.
36. **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

Contract No. _____

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

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.

County acknowledges and agrees that Contractor is a public entity and is permissibly self-insured under the NorCal Relief JPA.

EXHIBIT A

Oakland Unified School District For Health Coverage and Public Benefits Enrollment Pilot July 1, 2013 to June 30, 2015

I. DEFINITION OF SERVICES

Oakland Unified School District (“Contractor” or “OUSD” or “DISTRICT”) shall provide Alameda County Health Care Services Agency (HCSA) Center for Healthy Schools and Communities (“CHSC”) with services to increase the number of eligible children and families enrolled and retained in health coverage and public benefits. To promote this strategy, Contractor shall develop and sustain regular health coverage and public benefits outreach and enrollment services for families at the Central Family Resource Center (“CFRC”) at the district’s Office of Family, School, and Community Partnerships. Contractor will also collaborate with CHSC and Alameda County Social Services Agency (SSA) to develop satellite outreach, enrollment, and retention services in other strategic locations across the district. The services in this contract are funded through a federal Center for Medicare and Medicaid Services Connecting Kids to Coverage Outreach and Enrollment Cycle III grant, and an additional grant from the Atlantic Philanthropies. In awarding this one-time only contract, HCSA in no way obligates itself to award future grants, contracts, or funds to the Contractor.

II. PROGRAM NAME

OUSD Health Coverage and Public Benefits Enrollment Pilot

III. SCOPE OF SERVICES

Contractor shall serve as the school partner in the **developing and sustaining a Health Coverage and Public Benefits Enrollment Pilot** in the Oakland Unified School District (OUSD) by performing the services and activities listed below, within the noted timelines. (The County may change, by written notice, after consultation with Contractor, the specific timeframes, activities and deliverables during the contract period.) Contractor shall provide written semi-annual reports of the services provided, activities completed and progress towards the leveraging of resources. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County; all reports shall be completed and information relayed in a manner so that they can be viewed as public documents.

Activities	Timeline	Measurements & Deliverables
<p>A. In partnership with HCSA, SSA, and key identified community-based partners, provide oversight and support the ongoing development of an OUSD Health Coverage and Public Benefits Enrollment Pilot (“Pilot”) in order to maximize enrollment and retention of benefits among all eligible children and families across the Oakland Unified School District.</p>	Ongoing	Semi-Annual progress reports that minimally describe: CFRC services, # of families served, and basic demographic information of families, # of families screened for health coverage and public benefits through the CFRC and other events, # of applications submitted by benefit, major outreach and enrollment strategies employed, major challenges, and major successes.
<p>B. Participate in the co-development of a Partnership Agreement among CONTRACTOR, HCSA, and SSA that outlines the major roles and responsibilities of agencies and staff involved in supporting the pilot and required deliverables.</p>	By October 15, 2013	Provide executed written partnership agreement between Contractor, HCSA, and SSA by October 15, 2013
<p>C. Provide regular office space in the Central Family Resource Center (“CFRC”) at the OUSD Office of Family, School, and Community Partnerships for all OUSD Health Coverage and Public Benefits Enrollment Pilot staff and partners.</p>	Ongoing	Semi-annual progress reports explaining delivery structure and arrangement of all Pilot staff and services.
<p>D. Identify a community-based organization, in accordance with all required district selection processes, (“SELECTED AGENCY”) to hire one staff person at 1.0 FTE to serve as a Coordinator to oversee execution of all deliverables and major tasks required in the grants for the Health and Benefits Enrollment Pilot, including:</p> <p>(1) Conduct district-wide outreach & education activities that help families, school staff, and providers understand eligibility requirements for health coverage and public benefits, and ways to enroll and renew coverage.</p> <p>(2) Coordinate regular family access to comprehensive health coverage and public benefits enrollment and retention services at the CFRC, and collaborate with district staff and providers to identify ways to locate additional enrollment & retention services at strategic school sites in the district.</p> <p>(3) Coordinate ongoing training and capacity</p>	By August 1, 2013.	Written notification of SELECTED AGENCY by August 15, 2013

<p>building of relevant school and district staff and partners, in collaboration with SSA and HCSA staff and other identified partners, to support benefits enrollment and retention education.</p> <p>(4) Manage a tracking and evaluation system for all benefits outreach and enrollment services and activities that meets all grant reporting and evaluation requirements.</p>		
<p>E. Provide permanent office space for the Coordinator in the CFRC, as well as access to telephone/voicemail, computer, photocopier, Internet, and access to the district Aeries system.</p>	<p>By September 15, 2013</p>	<p>Semi-Annual Progress reports describing pilot design, staffing, structure, and services.</p>
<p>F. Establish a formal written agreement with the SELECTED AGENCY that outlines the roles and responsibilities of the DISTRICT and SELECTED AGENCY pertaining to design and ongoing supervision of the Coordinator position. The agreement must also ensure that the position through its design will meet all requirements of the Federal Education Rights and Privacy Act (FERPA).</p>	<p>By October 15, 2013</p>	<p>Provide copy of executed written agreement sent to HCSA by October 15, 2013.</p>
<p>G. Establish and write a MAA billing plan for the Coordinator position to ensure the sustainability over time of the position.</p> <ul style="list-style-type: none"> • Require the SELCTED AGENCY, if MAA-billable, to reinvest MAA back into the position over time, -OR- • Make all possible efforts to re-invest district Local Education Agency MediCal Administrative Activities (LEA MAA) generated into the position to help sustain the position over time. 	<p>By December 31, 2013</p>	<p>Provide a copy of MAA billing plan by January 15, 2014.</p>
<p>H. Coordinate with HCSA and SSA to develop data-sharing procedures that allow Health Coverage Benefits and Enrollment Pilot staff and partners to access health coverage and benefits eligibility information in order to support with outreach to families that supports retention in benefits over time.</p>	<p>Ongoing</p>	<p>Semi-annual progress reports detailing data sharing process and procedures</p>

I. Maintain regular communication with HCSA and SSA throughout the partnership. Participate in quarterly meetings with HCSA, SSA, and other identified partners to assess the progress of the pilot and grant deliverables, and other coordination meetings as needed.	Ongoing	Ongoing communication and attendance at meetings.
J. Collaborate with HCSA, SSA, to actively support the ongoing evaluation of the Health Coverage and Public Benefits Pilot, in order to identify best practices and strategies for sustainability.	Ongoing	Ongoing communication and attendance at evaluation planning meetings.
K. Support the ongoing development of the supports and resources available for families at the CFRC, and promote ongoing awareness of the CFRC and tis services among families and staff in the district.	Ongoing	Semi-annual reports describing CFRC services, partners, major activities.

IV. REPORTING REQUIREMENTS:

OAKLAND UNIFIED SCHOOL DISTRICT shall provide HCSA with quarterly reports on the status and impact of the Health Insurance and Public Benefits Enrollment Pilot and the Coordinator position. These reports will include:

- a) Summary of major accomplishments and progress of the Pilot that reporting period, including:
 - a. # of families visiting the CFRC or CFRC-sponsored off-site events
 - b. # of families the Coordinator and other FRC staff have met with to provide information & referral and/or short-term case management.
 - i. # of these families screened for health coverage or public benefits, and key demographic information
 - ii. #number of applications submitted, and key demographic information
 - c. # of families informed about benefits eligibility and enrollment/retention opportunities at outreach events
 - i. # of families screened for health coverage or public benefits at outreach events
 - d. # of volunteers, interns, or partners the Pilot Coordinator has supervised to support CFRC services, including health coverage and benefits education and screenings.
 - e. # of trainings the Pilot Coordinator has facilitated or coordinated through the CFRC on eligibility/enrollment in benefits
 - f. Summary of the mission and vision of the CFRC as it is developed
 - g. Summary of the Coordinator’s role supporting the Pilot, and current successes and challenges
 - h. Summary of status of data sharing between Aeries and SSA, and any major challenges or successes the Coordinator has dealt with

The Contractor shall provide HCSA with one electronic copy and one hard copy of the progress report for the preceding six months.

1. Reporting Schedule

Timeline	Deliverables
October 15, 2013	1 st Quarterly Report (for 7/1/13-9/30/13) Partnership Agreement among SSA, HCSA, and CONTRACTOR
January 15, 2013	2 nd Quarterly Report (for 10/1/13-12/31/13) Copy of MAA Billing Plan
April 15, 2014	3 rd Quarterly Report (for 1/1/14-3/30/14)
July 15, 2014	4 th Quarterly Report (for 4/1/14-6/30/14)
October 15, 2014	5 th Quarterly Report (7/1/14-9/30/14)
January 15, 2015	6 th Quarterly Report (10/1/14-12/31/14)
April 15, 2015	7 th Quarterly Report (1/1/15-3/31/15)
July 15, 2015	Final Report (for 4/1/15-6/30/15)

EXHIBIT B
Oakland Unified School District
PAYMENT TERMS

I. Budget Summary

Budget Item	FY13-14 7/1/13-6/30/14		FY14-15 7/1/14-6/30/15	
	Atlantic Grant	CKC Grant	Atlantic Grant	CKC Grant
Funding Source				
Pilot Coordinator (1.0 FTE)	\$18,500	\$32,500	\$20,540	\$32,500
Program Director (Manager Supervisor) at SELECTED AGENCY (0.1 FTE)	\$ 5,670	\$0	\$ 5,897	\$0
Director of School and Community Services at SELECTED AGENCY(0.5 FTE)	\$ 4,575	\$0	\$ 4,758	\$0
Benefits @ 30%	\$3,074	\$15,300	\$3,197	\$15,912
Administrative Costs @14%	\$ 11,147	\$0	\$ 11,592	\$0
Outreach Materials for Health and Benefits Enrollment Pilot (supplies, printing)	\$6,581	\$5,000	\$6,740	\$5,000
Subtotal	\$49,547.00	\$52,800.00	\$52,724.00	\$53,412.00
Total amount for each FY	\$102,347		\$106,136	
Not To Exceed Amount	\$208,483			

* County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary, unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

II. Terms and Conditions of Payment

A. Reimbursement

1. The contractor shall invoice the County on a quarterly basis for actual expenses only. In FY 13-14, quarterly invoice shall not exceed \$25,587 per quarter (4 quarters). Quarterly invoices for FY 14-15 shall not exceed \$26,534 per quarter.
2. Payment under the terms of this Agreement shall not exceed \$208,483 in total, \$102,347 in FY 13-14 and \$106,136 in FY14-15 respectively. The last invoice of each fiscal year shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract of the fiscal year and must be received no later than **the 15th day of July in that year.**
3. Contractor shall also include a quarterly report with each invoice
4. Contractor shall submit invoices, with all required reports, for review to Alameda County Health Care Services Agency (HCSA) Center for Healthy Schools and Communities. County shall use best efforts to process invoices submitted for reimbursement by Contractor within forty five (45) days from receipt of invoice, reports/statements and any other back up documentation as requested.
5. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in Exhibit A of this Agreement.

B. Invoicing Procedures

Contractor shall invoice HCSA Center for Healthy Schools and Communities quarterly. Invoice must include the County-assigned PO number and the service period covered, and all required reports, and shall be sent to:

Alameda County Health Care Service Agency
ATTN: Jessica Woodward/ Connie Yale
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Northern California ReLiEF **CERTIFICATE OF COVERAGE** Issue Date **7/2/2013**

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-586-6750
 www.keenan.com

LICENSE # 0451271

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

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

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

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE / OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDER'S RISK	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to Alameda County Health Care services agency to provide funding for the Full Service Community School Director Position through the coverage expiration date.

CERTIFICATE HOLDER
 Alameda County Health Care Services Agency
 School Health Services Coalition
 Attn: Connie Yale
 1000 San Leandro Blvd., Suite 300
 San Leandro CA 94577

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

John Stephens
 John Stephens
 AUTHORIZED REPRESENTATIVE

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.

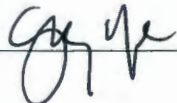
Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Dr. Gary Yee, Ed.D

TITLE: Acting Superintendent and Secretary

SIGNATURE: _____



DATE: _____

11/4/13

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 Unifies School District Health Coverage and Public Benefits Enrollment Pilot

DEPT. CONTACT: Connie Yale/Jessica Woodward PHONE: x57990/x51965

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
_____ Dr. Gary Yee, Ed.D Printed Name	_____ Alex Briscoe Printed Name
_____ Date	_____ Date