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Enactment Date	3/25/15



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date  
(To be completed by Procurement) 3/25/15

Subject Amendment No. 2 - Master Agreement - County of Alameda, Health Care Services Agency (contractor) - 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of Amendment No. 2 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency (ACHCSA). Services to be primarily provided to 922/Community Schools and Student Services Department for the period of October 1, 2010 through September 20, 2015.

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

County of Alameda, Health Care Services Agency and the Complementary Learning Department will work together to provide school-based health and wellness services including school-based health centers, school-based behavioral health services and other programs that promote the overall health and wellbeing of students. The purpose of this addendum is to maximize student enrollment in SSA programs that promote education, health and well-being, including Medi-Cal and CalFresh. Pursuant to the addendum, OUSD will share "directory" data as allowed under existing California Education Code (49061; 34 CFR 99.3), and Social Services Agency (SSA) will share eligibility data as allowed under California Welfare and Institutions Code section 10850. This agreement builds upon existing data sharing processes used by SSA and OUSD to share data for certification in the free and reduced school meals program and enrollment in CalFresh. By partnering with the schools, the SSA furthers its mission of providing more accessible, responsive and effective services. No OUSD data will be released to anyone other than designated SSA staff without specific written permission of the OUSD Director of Health Services. SSA will put appropriate safeguards in place to prevent unintentional disclosure of the directory information.

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

Approval by the Board of Education of Amendment No. 2 of the Master Agreement between Oakland Unified School District and the County of Alameda, Health Care Services of the Agency, San Leandro, CA, for the latter to expedite enrollment and re-enrollment of eligible students into public benefit programs, including CalFresh, Medi-Cal, and Covered California sponsored insurance programs; OUSD will share directory data and the Social Services Agency's will share eligibility data to provide more accessible, responsive, and effective services for the period of October 1, 2010 through September 20, 2015, at no cost to the District.

**Recommendation** Approval of Amendment No. 2 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of October 1, 2010 through September 20, 2015.

**Fiscal Impact** Funding resource name (please spell out): No Fiscal Impact.

**Attachments**

- Addendum A to the Master Agreement
- Appendix B
- Copy of Amendment No. 1, Master Agreement
- Copy of Master Agreement

## Addendum A to the Master Agreement

This data sharing agreement expresses the mutual intent of:

Oakland Unified School District (OUSD)  
and  
Alameda County Social Services Agency (SSA)

This agreement is an addendum to the “Master Agreement” between OUSD and the County of Alameda regarding school-based support services. This addendum outlines the purpose, procedures, and expectations related to data sharing that is permitted by, but not specifically described, in the Master Agreement.

The purpose of this addendum is to maximize student enrollment in SSA programs that promote education, health and well-being, including Medi-Cal and CalFresh. Pursuant to the addendum, OUSD will share “directory” data as allowed under existing California Education Code (49061; 34 CFR 99.3), and SSA will share eligibility data as allowed under California Welfare and Institutions Code section 10850.

- I. Purpose: Expedite enrollment and re-enrollment of eligible students into public benefit programs, including CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
- II. Background:
  - a) This agreement builds upon the framework of the “Master Agreement” between the County and OUSD to promote coordination between the schools and three named county agencies: Health Care Services, Probation, and the SSA.
  - b) This agreement builds upon existing data sharing processes used by SSA and OUSD to share data for certification in the free and reduced school meals program and enrollment in CalFresh.
  - c) SSA has been awarded a federal Connecting Kids to Coverage grant to advance the partnership between SSA and OUSD to enroll and retain students in the Medi-Cal program.
  - d) Adequate food, income security and health care coverage are part of an essential foundation to learning readiness. By partnering with the schools, the SSA furthers its mission of providing more accessible, responsive and effective services.
- III. Roles and Responsibilities:
  - a) OUSD Technology Services Department will send OUSD student directory information to SSA Information Services Division via secure ftp website on a monthly basis. The information shared will be limited to the directory information and will not include confidential student information. See Appendix B for a list of the school directory variables to be included in the send file.

- b) SSA Information Services Division will match the student directory information with SSA case records from the following programs: CalWORKs, Cal-Learn, Foster Care, Medi-Cal and CalFresh. SSA will then send a return file with this information to OUSD. See Appendix B for a list of the SSA variables to be included in the return file.
- c) OUSD staff shall be allowed to use the SSA eligibility data to aid in the application and/or renewal processes for CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
- d) During the enrollment process, OUSD will attempt to gain written consent of parents/guardians to share enrollment data with SSA. Where OUSD has obtained individual parent consent, OUSD will share data on who was assisted with enrollment. This data will be limited to information collected in the enrollment process and will include names, dates of birth, dates of service, and SSA Program Names. SSA will then match this data with the statewide Medi-Cal eligibility system to confirm enrollment. The number of de-identified, confirmed enrollments will be provided to the Federal Government pursuant to the Connecting Kids to Coverage grant.

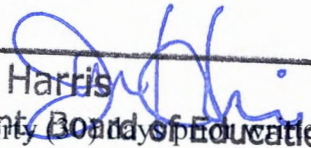
#### IV. General Provisions

- a) No OUSD data will be released to anyone other than designated SSA staff without specific written permission of the OUSD Director of Health Services. SSA will put appropriate safeguards in place to prevent unintentional disclosure of the directory information.
- b) SSA will only release data to designated OUSD staff. OUSD will handle the matched data files as confidential information. OUSD will put appropriate safeguards in place to prevent unintentional disclosure of the information.
- c) The requirements for confidentiality of records set forth in the California Welfare and Institutions Code Section 10850 shall be maintained at all times.
- d) SSA and OUSD shall only use information obtained under this agreement for purposes described herein. The use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare and Institutions Code Section 10850b. OUSD will advise all affected employees and agents who have access to the confidential information of the penalties pursuant to Welfare and Institutions Code Section 10850.
- e) The Master Agreement shall govern all other terms of the partnership between OUSD and the County, including SSA.

#### V. TERM

This MOU shall become effective on the date executed below through June 30, 2015 and will automatically renew each fiscal year. Conditions of the MOU will remain in force thereafter until either party gives notice of termination. This MOU or any renewal

thereof may be terminated by either party upon the giving of thirty days written notice to the other party.

  
James Harris  
President, Board of Education



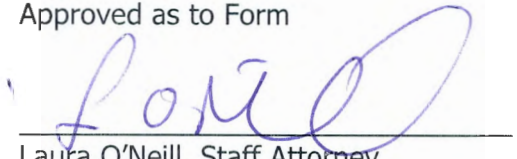
Antwan Wilson, Superintendent  
Oakland Unified School District

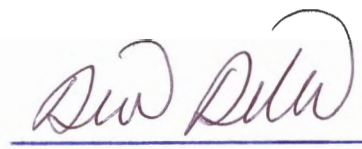
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Lori Cox, Agency Director  
Social Services Agency  
County of Alameda

\_\_\_\_\_  
Date

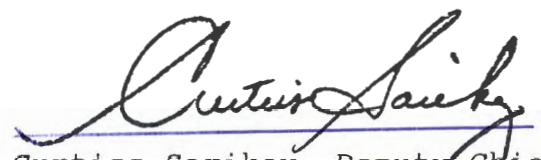
3/26/15  
\_\_\_\_\_  
Date

Approved as to Form

  
\_\_\_\_\_  
Laura O'Neill, Staff Attorney



Devin Dillon  
Chief Academic Officer



Curtiss Sarikey, Deputy Chief  
Community Schools & Student Svcs.

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

## Appendix B

List of variables included in the send and receive files, data source and description

### Send file (OUSD)

	Description
STUDENT_ID	Unique Student number
STUDENT_LAST_NAME	student last name
STUDENT_FIRST_NAME	student first name
STUDENT_BIRTHDATE	student date of birth
STUDENT_GENDER	student gender
STUDENT_ADDRESS	student address
STUDENT_CITY	student city
STUDENT_ZIP	student zip code
STUDENT_GRADE_LEVEL	student grade in school
SCHOOL_CODE	unique school code #
SCHOOL_NAME	name of school attending
Dates of school attendance	
Degrees or awards received	
Most recent previous school attended	

### Return file (SSA-CalWIN)

	Description
CS_ID	Case (family) ID in
CWIN	Individual ID
LAST_NM	Indv. Last Name
FIRST_NM	Indv. First Name
PGM_NM	SSA Program Name
PGM_STS	SSA Program Status
STS_DT	SSA Program status date
RRR_DUE_DT	Recertification Due Date
Worker name	SSA staff assigned to program
OFFICE	Office where worker works
Unit	Unit where worker works

<b>Board Office Use: Legislative File Info.</b>	
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Enactment Number	11-0935
Enactment Date	5-25-11 <i>KS</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Marja Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 5-25-11

**Subject** Amendment No. 1 of the Master Agreement - County of Alameda, Health Care Services Agency (contractor) - 922/Complementary Learning Department (site/department).

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**Action Requested** Approval of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency (ACHCSA). Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 30, 2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* County of Alameda, Health Care Services Agency and the Complementary Learning Department will work together to provide school-based health and wellness services including school-based health centers, school-based behavioral health services and other programs that promote the overall health and wellbeing of students. This amendment contains no change to the scope of work but now utilizes LEA/Medi-Cal funding to be allocated to the County of Alameda for the 2010-11 school year as required for the purposes of billing for services provided under this Master Agreement.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency, San Leandro, CA, for the latter to provide school-based health and wellness services, including but not limited to school-based behavioral health services and the operation of school-based health centers for the period of October 1, 2010 through September 30, 2015, in the amount of \$340,000.00.

**Recommendation** Approval of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency. Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 30, 2015.

**Fiscal Impact** Funding resource name: 5640/LEA/Medical Integrated in the amount of \$340,000.00.

**Attachments**

- Amendment No. 1, Master Agreement
- Copy of original Master Agreement

**AMENDMENT NO. 1 TO THE  
MASTER AGREEMENT BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND THE COUNTY OF ALAMEDA RELATED  
TO SCHOOL-BASED SUPPORT SERVICES**

This Agreement is made and entered into by and between the Oakland Unified School District ("DISTRICT") and the County of Alameda ("COUNTY")

**RECITALS**

Whereas the DISTRICT is a public entity dedicated to providing quality education to the children of Oakland, California; and

Whereas the Complementary Learning Department ("COMPLEMENTARY LEARNING") is a division within the DISTRICT dedicated to ensuring student success through a systemic approach which integrates both school and non-school supports to enable children to thrive at school, home and in their community.

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA"), the Alameda County Probation Department ("PROBATION"), and the Alameda County Social Services Agency ("SOCIAL SERVICES"); and .

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), School Health Services ("SCHOOL HEALTH SERVICES") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and .

Whereas the COUNTY, through PROBATION and/or SOCIAL SERVICES, identifies youth who are in need of health, wellness and transition services, refers youth to their respective programs, and coordinates access to such services; and

Whereas the goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury prevention, youth and career development, technical assistance and public health coordination, and coordination with probation and social services; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they utilize a comprehensive approach to health care through focus on the early identification of risk factors and addressing the student's immediate

focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services to DISTRICT students in order to foster learning and healthy development among the children of Oakland; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and.

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

### **1. Agreement**

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the Oakland Unified School District. This Agreement may be amended by a writing signed by both parties.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, where possible, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

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

The term of this agreement shall be from October 1, 2010 to September 30, 2015 unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

### **3. Services:**

**Health and Wellness Services:** School based health and wellness services are programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and



evaluation and other services (collectively "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers.

**School Based Health Centers ("SBHCs")** are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT.

**School Based Behavioral Health Services ("SBBH")** are services offered to students through ACHCSA staff and contract providers to promote the healthy social-emotional development of students and to address behavioral health-related barriers to learning experienced by students. These HWS are provided at a variety of DISTRICT sites and through DISTRICT linked activities and programs.

#### **4. COUNTY Obligations.**

The COUNTY will provide HWS, through its contract providers and other resources, to DISTRICT students at DISTRICT school sites. COUNTY shall also offer DISTRICT support by the provision of consulting assistance and HWS expertise, including planning and coordination of HWS. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the County.

#### **5. DISTRICT Obligations**

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) in using best efforts to assign a HWS liaison at each school site in addition to assigning a DISTRICT person, such as one from COMPLEMENTARY LEARNING; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites; and (7) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain Fire Marshal clearance and licensure through the California Department of Public Health and ensure compliance with state and city fire codes. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

#### **6. HWS - COUNTY Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The COUNTY's obligation to provide any HWS and support is subject to the availability of

resources, as determined by the COUNTY, however, it is anticipated that the following services will be provided by the COUNTY or its contract providers:

- A. Technical Assistance; Planning; Coordination:** The following is a list of services and professional assistance the County, or entities it contracts with, may provide for the planning and coordination of HWS.
- (1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.
  - (2) Participate with DISTRICT health and wellness leads towards the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
  - (3) Recognize and respect the authority and autonomy of OUSD health and wellness staff in their delivery of HWS.
  - (4) Work with DISTRICT to establish HWS for DISTRICT students.
  - (5) Provide technical assistance and expertise in HWS to the DISTRICT's development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
  - (6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
  - (7) Provide training and support materials to DISTRICT Nutrition Services and school nursing staff on current nutrition topics and the promotion of healthy eating and active living.
  - (8) Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
  - (9) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
  - (10) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).

- (11) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those services.
- (12) Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.
- (13) Provide DISTRICT annually with information on COUNTY programs and services provided to OUSD students and families. This directory will identify the provider, location and scope of each program or service.
- (14) DISTRICT will inform COUNTY and its subcontractors of, DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which COUNTY and its subcontractors will comply with.

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

- (1) First aid, triage and urgent care services
- (2) Management of chronic conditions
- (3) Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.
- (4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- (5) Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine female annual evaluations; birth control methods counseling, to the extent allowed by law
- (6) Medical screening and management, which may include:
  - Laboratory testing
  - HIV Testing
  - Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
  - Review of prescriptions and monitoring

Assured linkage to primary care physicians

Referrals to outside providers as appropriate

**C. Behavioral Health Care Services:** The following is a list of services related to behavioral health that the County, or entities it contracts with, may provide.

- (1) Individual, group, family, milieu counseling
- (2) Intake/assessment
- (3) Crisis intervention
- (4) Case management
- (5) Mental health consultation
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention

**D. Health and Nutrition Education & Promotion Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide to students in the areas of health and nutrition education.

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the Site Administrator or designated liaison.
- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education

- (6) Coordinate with DISTRICT to enhance nutrition programs, e.g., assessments, counseling, and education in and after school, enrollment of students in DISTRICT's free/reduced school breakfast/lunch programs.
  - (7) Coordinate with DISTRICT to enhance physical education and recreational activities in and after school.
- E. Dental Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide related to dental health.
- (1) Dental screening, cleaning, fluoride and sealant provisions
  - (2) Dental education and instruction
- F. Injury Prevention:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to education students the prevention of injuries.
- (1) Bicycle and helmet education and demonstration
  - (2) Violence prevention activities, which may include , conflict mediation and resolution, case management, training, and crisis de-escalation
- G. Youth & Career Development:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.
- (1) Involve students in conducting participatory research and evaluation
  - (2) Service/experiential learning
  - (3) Internships/externships with businesses and organizations in the community
  - (4) Arts, media, and expression programming
- H. Other Services:** The following are other services and programs that the County, or entities it contracts with, may provide or arrange for related to provision of HWS.
- (1) Occupational and physical therapy based on physician diagnosis
  - (2) Health insurance enrollment
  - (3) Coordination of health services

## **7. HWS - DISTRICT Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of resources, as determined by the DISTRICT, however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

**A. Technical and Material Obligations:** The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) DISTRICT will provide permanent on-site workspace for providers of SBHCs and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.
- (2) District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
- (3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
- (4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

**B. Planning, Coordination, Administrative Obligations, and Personnel:** The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) Participate with COUNTY staff in the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
- (2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS. .
- (3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and PUBLIC HEALTH by creating a seamless referral and follow-up system.

- (4) If requested, participate in panel interviews for the hiring of COUNTY staff related to HWS.
- (5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
- (6) DISTRICT school site will be responsible for designating a liaison to coordinate with providers of HWS and support coordination of services.
- (7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

**C. Services provided by DISTRICT to SBHCs:** The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

- (1) Maintain the SBHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
- (2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel or through alternative arrangements, however, any costs shall be the responsibility of DISTRICT. However, the COUNTY shall not be responsible for any costs, unless specifically agreed to in writing.
- (3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

#### **D. Coordination with PROBATION**

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

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

- A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.
- B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.
- C. PROBATION shall disclose relevant aggregate and individual data held by PROBATION, to DISTRICT and ACHCSA and/or its contract providers, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.

## **9. Coordination Mechanisms**

- A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the provision of HWS
- B. COUNTY and DISTRICT herein establish SCHOOL HEALTH SERVICES on behalf of the COUNTY and COMPLEMENTARY LEARNING on behalf of the DISTRICT as the co-leads for the implementation of HWS.
- 1) As such, SCHOOL HEALTH SERVICES and COMPLEMENTARY LEARNING will co-convene monthly meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties.
  - 2) This coordination body agrees to collaborate on the following initiatives:
    - School-based health services
    - School-based behavioral health services
    - School-based health centers
    - Promise Neighborhoods
    - Full Service Community Schools
    - Positive School Climate
    - Restorative Justice
    - At-risk Youth: Juvenile Justice/Foster Care/Homeless
    - 0-8 Convergence
    - Fund development
- C. The DISTRICT Superintendent and Director of ACHCSA agree to convene meetings each quarter to discuss alignment of strategic initiatives and resource allocation between the two parties.



## **10. Termination**

- A. **Notice of Termination and Default Remedies:** In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in their performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time COUNTY fails to cure the deficiency in their performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time DISTRICT fails to cure the deficiency in their performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

- B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

## **11. Financial Provisions.**

- A. COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.
- B. COUNTY shall provide all HWS without cost to DISTRICT students,
- C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.
- D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.
- E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.
- F. DISTRICT will provide salary information and conduct time study activities for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.
- G. Capital Improvement

COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS

## **12. School-Based Health Centers (SBHC)**

DISTRICT will provide a total of \$340,000 of LEA/Medi-Cal funding for the 2010-11 school year to ACHCSA to support school-based health and wellness services. This includes \$180,000 to support school-based health center operations and \$160,000 to fund two (2) 1.0 FTE Clinical Case Managers positions to serve two schools.

The DISTRICT shall contribute on-site improvements for SBHC facilities up to the amount of \$6,348,450, as agreed upon in the Atlantic Philanthropies grant, for the SBHC construction budgets for Havenscourt Campus, Madison, Roosevelt, United for Success and West Oakland, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs.

COUNTY shall contribute SBHC clinic furniture and equipment for the five ELEV8 sites for facility fixtures not included in the capital construction costs, up to the amount of \$318,000 to be allocated: \$50,000 for dental equipment, instruments and supplies, \$18,000 for nutrition equipment and supplies and \$250,000 (\$50,000 per site) for other health clinic fixtures and equipment.

## **13. Confidentiality and Information Exchange**

### **A. Confidentiality**

(1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.

(2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

(4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this Agreement which contains documentation of such assurances as set forth in Exhibit 1 of this Agreement, in compliance with 45 C.F.R. 164.504(e).

## **B. Information Sharing**

- (1) DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.
- (2) DISTRICT shall provide individual student information from its pupil records to COUNTY and its contractors for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by FERPA and other federal and state law.
- (3) To facilitate full exchange of information, DISTRICT and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or, health information pursuant to federal and state law.
- (4) DISTRICT shall provide access to individual student information for research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new research and evaluation proposals to DISTRICT's Research and Assessment Department for approval, in accordance with the requirements of FERPA and other federal and state law.
- (5) For purposes of evaluation, service enhancement and maximizing available funding, DISTRICT shall provide de-identified aggregate school data to COUNTY, in accordance with FERPA and other federal and state law.
- (6) DISTRICT will provide SBHC licensed personnel with access to the school nurse's health records and the school nurse will have access to SBHC medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to SBHC personnel as

permitted by state and federal law and shall provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.

- (7) ACHCSA and its contract providers shall provide health information from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by HIPAA and other federal and state law.
- (8) ACHCSA and its contract providers shall provide access to individual information for research and evaluation purposes, in accordance with and to the extent allowed by HIPAA and other federal and state law. For purposes of evaluation, service enhancement and maximizing available funding, ACHCSA may provide de-identified aggregate data to COUNTY and DISTRICT, in accordance with HIPAA and other federal and state law.
- (9) PROBATION shall provide individual information from its records for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by federal and state law. PROBATION shall provide access to individual and/or aggregate information for research and evaluation purposes, in accordance with and to the extent allowed by federal and state law.
- (10) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code section 830.1 ("Section 830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provisions of 34 C.F.R. § 99.31(a)(5)(i); Section 830.1, and other federal and state law.
- (11) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team," as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code section 18986.46 and subject to the limits and provisions of other federal and state law.
- (12) DISTRICT AND COUNTY shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

### **C. Ownership and Retention of Records**

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

#### **D. Training and orientation**

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

#### **14. Indemnification**

- A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on District property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.
- B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of

the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.

- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.
- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

## **15. Insurance**

- A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:
  - (1) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - (2) **COMMERCIAL AUTO LIABILITY** insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
  - (3) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
  - (4) **PROPERTY AND FIRE** insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
  - (5) **MEDICAL MALPRACTICE** insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with

limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

(5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of

the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

- E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

**16. Provider Provisions.**

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.
- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

**17 Dispute Resolution.**

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In



the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.

## 18. General Terms and Conditions

- A. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it is understood and agreed to that no DISTRICT staff, or individuals hired or contracted with by DISTRICT, is an agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by DISTRICT staff nor for any obligations or liabilities incurred by DISTRICT. It is also understood and agreed that no COUNTY staff, or individuals hired or contracted with by COUNTY, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by COUNTY staff nor for any obligations or liabilities incurred by COUNTY.

No party's staff, or individuals hired or contracted with by a party, shall have any claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

### B. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Each party shall indemnify and hold the other harmless from any and all liability, fines, penalties and consequences from any of the parties' failures to comply with such laws, ordinances, codes and regulations.
- b. **Accidents:** If death, serious personal injury or substantial property damage occurs in connection with performance of this Agreement, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of DISTRICT's sub-Contractor, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. DISTRICT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

**C. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).**

- a. By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, each party 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.

**D. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
School Health Services Administrator  
Health Care Services Administration  
1000 San Leandro Blvd, 3<sup>rd</sup> Floor  
San Leandro, Ca 94577

Attn: Tracey Schear

To DISTRICT: 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](mailto: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.

- E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the


parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

- H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 14), and Ownership of Documents (Paragraph 13.C) shall survive termination or expiration.
- K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

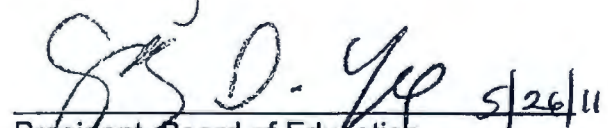
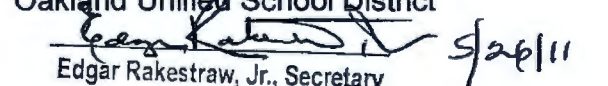
**On behalf of our respective institutions or organizations, we hereby execute this Agreement.**

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

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

  
\_\_\_\_\_  
Dr. Anthony Smith, Superintendent  
Oakland Unified School District

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

 5/26/11  
\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District  
 5/26/11  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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


**Legislative File**

File ID Number: 11-0815  
Introduction: 5/25-11  
Enactment Number: 11-0935  
Enactment Date: 5-25-11

Unified School District and the County of Alameda  
Wellness Services

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

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

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

Date: 4/6/2011

APPROVED AS TO FORM  
Richard E. Winnie, County Counsel

By \_\_\_\_\_  
Kathleen Pacheco,  
Senior Deputy County Counsel

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

Board Office Use - Legislative File Info.	
File ID Number	10-2236
Introduction Date	9/13/10
Enactment Number	10-1755
Enactment Date	9-22-10 <i>AS</i>



every student. every classroom. every day.

# Memo

To Board of Education *AS*  
 From Tony Smith, Ph.D., Superintendent  
 Board Meeting Date September 22, 2010  
 Subject Master Agreement - Alameda County Health Care Services Agency (contractor)-922/Complementary Learning Department (site/department)

**Action Requested** Approval of a Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA. Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 20, 2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed*  
 This Master Agreement formalizes the partnership between Oakland Unified School District and Alameda County Health Care Services Agency (ACHCSA) to deliver a range of health and wellness programs and services in OUSD schools. The Agreement also helps to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs. The Master Agreement sets forth the obligations of the parties in support of school based health and wellness services, which are defined as programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services (collectively Health and Wellness Services "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers. Some of these services are provided by School Based Health Centers, which are health clinics that provide HWS to students as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT. As part of the Agreement, the DISTRICT and COUNTY commit to working together and, where possible, sharing data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of the Master Agreement between the Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide a range of health and wellness programs and services in OUSD schools to include overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services for the District for the period of October 1, 2010 through September 20, 2015, at no cost to the District.

**Recommendation** Approval of a Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to 922/Complementary Learning Department.

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

**Attachments**

- Master Agreement
- Certificate of Insurance

MASTER AGREEMENT BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND THE COUNTY OF ALAMEDA RELATED  
TO SCHOOL-BASED SUPPORT SERVICES



This Agreement is made and entered into by and between the Oakland Unified School District ("DISTRICT") and the County of Alameda ("COUNTY")

**RECITALS**

Whereas the DISTRICT is a public entity dedicated to providing quality education to the children of Oakland, California; and

Whereas the Complementary Learning Department ("COMPLEMENTARY LEARNING") is a division within the DISTRICT dedicated to ensuring student success through a systemic approach which integrates both school and non-school supports to enable children to thrive at school, home and in their community.

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA"), the Alameda County Probation Department ("PROBATION"), and the Alameda County Social Services Agency ("SOCIAL SERVICES"); and .

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), School Health Services ("SCHOOL HEALTH SERVICES") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and .

Whereas the COUNTY, through PROBATION and/or SOCIAL SERVICES, identifies youth who are in need of health, wellness and transition services, refers youth to their respective programs, and coordinates access to such services; and

Whereas the goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury prevention, youth and career development, technical assistance and public health coordination, and coordination with probation and social services; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they utilize a comprehensive approach to health care through focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that

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lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services to DISTRICT students in order to foster learning and healthy development among the children of Oakland; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and.

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

**1. Agreement**

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the Oakland Unified School District. This Agreement may be amended by a writing signed by both parties.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, where possible, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

**2. Term of Agreement.**

The term of this agreement shall be from October 1, 2010 to September 30, 2015 unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

**3. Services:**

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

**School Based Health Centers ("SBHCs")** are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT.

**School Based Behavioral Health Services ("SBBH")** are services offered to students through ACHCSA staff and contract providers to promote the healthy social-emotional development of students and to address behavioral health-related barriers to learning experienced by students. These HWS are provided at a variety of DISTRICT sites and through DISTRICT linked activities and programs.

#### **4. COUNTY Obligations.**

The COUNTY will provide HWS, through its contract providers and other resources, to DISTRICT students at DISTRICT school sites. COUNTY shall also offer DISTRICT support by the provision of consulting assistance and HWS expertise, including planning and coordination of HWS. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the County.

#### **5. DISTRICT Obligations**

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) in using best efforts to assign a HWS liaison at each school site in addition to assigning a DISTRICT person, such as one from COMPLEMENTARY LEARNING; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites; and (7) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain Fire Marshal clearance and licensure through the California Department of Public Health and ensure compliance with state and city fire codes. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

#### **6. HWS - COUNTY Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY, however, it is anticipated that the following services will be provided by the COUNTY or its contract providers:

- A. Technical Assistance; Planning; Coordination:** The following is a list of services and professional assistance the County, or entities it contracts with, may provide for the planning and coordination of HWS.
- (1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.
  - (2) Participate with DISTRICT health and wellness leads towards the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
  - (3) Recognize and respect the authority and autonomy of OUSD health and wellness staff in their delivery of HWS.
  - (4) Work with DISTRICT to establish HWS for DISTRICT students.
  - (5) Provide technical assistance and expertise in HWS to the DISTRICT's development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
  - (6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
  - (7) Provide training and support materials to DISTRICT Nutrition Services and school nursing staff on current nutrition topics and the promotion of healthy eating and active living.
  - (8) Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
  - (9) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
  - (10) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).
  - (11) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those services.

- (12) Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.
- (13) Provide DISTRICT annually with information on COUNTY programs and services provided to OUSD students and families. This directory will identify the provider, location and scope of each program or service.
- (14) DISTRICT will inform COUNTY and its subcontractors of, DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which COUNTY and its subcontractors will comply with.

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

- (1) First aid, triage and urgent care services
- (2) Management of chronic conditions
- (3) Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.
- (4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- (5) Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine female annual evaluations; birth control methods counseling, to the extent allowed by law
- (6) Medical screening and management, which may include:
  - Laboratory testing
  - HIV Testing
  - Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
  - Review of prescriptions and monitoring
  - Assured linkage to primary care physicians
  - Referrals to outside providers as appropriate

**C. Behavioral Health Care Services:** The following is a list of services related to behavioral health that the County, or entities it contracts with, may provide.

- (1) Individual, group, family, milieu counseling
- (2) Intake/assessment
- (3) Crisis intervention
- (4) Case management
- (5) Mental health consultation
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention

**D. Health and Nutrition Education & Promotion Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide to students in the areas of health and nutrition education.

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the Site Administrator or designated liaison.
- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education
- (6) Coordinate with DISTRICT to enhance nutrition programs, e.g., assessments, counseling, and education in and after school, enrollment of students in DISTRICT's free/reduced school breakfast/lunch programs.

- (7) Coordinate with DISTRICT to enhance physical education and recreational activities in and after school.

**E. Dental Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide related to dental health.

- (1) Dental screening, cleaning, fluoride and sealant provisions
- (2) Dental education and instruction

**F. Injury Prevention:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to education students the prevention of injuries.

- (1) Bicycle and helmet education and demonstration
- (2) Violence prevention activities, which may include , conflict mediation and resolution, case management, training, and crisis de-escalation

**G. Youth & Career Development:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.

- (1) Involve students in conducting participatory research and evaluation
- (2) Service/experiential learning
- (3) Internships/externships with businesses and organizations in the community
- (4) Arts, media, and expression programming

**H. Other Services:** The following are other services and programs that the County, or entities it contracts with, may provide or arrange for related to provision of HWS.

- (1) Occupational and physical therapy based on physician diagnosis
- (2) Health insurance enrollment
- (3) Coordination of health services

## **7. HWS - DISTRICT Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of

resources, as determined by the DISTRICT, however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

**A. Technical and Material Obligations:** The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) DISTRICT will provide permanent on-site workspace for providers of SBHCs and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.
- (2) District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
- (3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
- (4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

**B. Planning, Coordination, Administrative Obligations, and Personnel:** The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) Participate with COUNTY staff in the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
- (2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS.
- (3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and PUBLIC HEALTH by creating a seamless referral and follow-up system.
- (4) If requested, participate in panel interviews for the hiring of COUNTY staff related to HWS.
- (5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing"

section of this Master Agreement and consistent with federal and state law.

- (6) DISTRICT school site will be responsible for designating a liaison to coordinate with providers of HWS and support coordination of services.
- (7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

**C. Services provided by DISTRICT to SBHCs:** The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

- (1) Maintain the SBHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
- (2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel or through alternative arrangements, however, any costs shall be the responsibility of DISTRICT. However, the COUNTY shall not be responsible for any costs, unless specifically agreed to in writing.
- (3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

#### **D. Coordination with PROBATION**

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

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

A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.



B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.

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

## 9. Coordination Mechanisms

A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the provision of HWS

B. COUNTY and DISTRICT herein establish SCHOOL HEALTH SERVICES on behalf of the COUNTY and COMPLEMENTARY LEARNING on behalf of the DISTRICT as the co-leads for the implementation of HWS.

1) As such, SCHOOL HEALTH SERVICES and COMPLEMENTARY LEARNING will co-convene monthly meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties.

2) This coordination body agrees to collaborate on the following initiatives:

- School-based health services
- School-based behavioral health services
- School-based health centers
- Promise Neighborhoods
- Full Service Community Schools
- Positive School Climate
- Restorative Justice
- At-risk Youth: Juvenile Justice/Foster Care/Homeless
- 0-8 Convergence
- Fund development

C. The DISTRICT Superintendent and Director of ACHCSA agree to convene meetings each quarter to discuss alignment of strategic initiatives and resource allocation between the two parties.

## 10. Termination

A. Notice of Termination and Default Remedies: In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in their

performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time COUNTY fails to cure the deficiency in their performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time DISTRICT fails to cure the deficiency in their performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

- B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

#### **11. Financial Provisions.**

- A. COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.
- B. COUNTY shall provide all HWS without cost to DISTRICT students,
- C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.
- D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.
- E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.
- F. DISTRICT will provide salary information and conduct time study activities for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.

#### **G. Capital Improvement**

COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS

## **12. School-Based Health Centers (SBHC)**

DISTRICT will request of the LEA Reinvestment Committee, according to LEA Reinvestment Committee funding cycles, an allocation to ACHCSA to support school based health centers. .

The DISTRICT shall contribute on-site improvements for SBHC facilities up to the amount of \$6,348,450, as agreed upon in the Atlantic Philanthropies grant, for the SBHC construction budgets for Havenscourt Campus, Madison, Roosevelt, United for Success and West Oakland, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs.

COUNTY shall contribute SBHC clinic furniture and equipment for the five ELEV8 sites for facility fixtures not included in the capital construction costs, up to the amount of \$318,000 to be allocated: \$50,000 for dental equipment, instruments and supplies, \$18,000 for nutrition equipment and supplies and \$250,000 (\$50,000 per site) for other health clinic fixtures and equipment.

## **13. Confidentiality and Information Exchange**

### **A. Confidentiality**

(1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.

(2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

(4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this Agreement which contains documentation of such assurances as set forth in Exhibit 1 of this Agreement, in compliance with 45 C.F.R. 164.504(e).

## **B. Information Sharing**

- (1) DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.
- (2) DISTRICT shall provide individual student information from its pupil records to COUNTY and its contractors for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by FERPA and other federal and state law.
- (3) To facilitate full exchange of information, DISTRICT and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or, health information pursuant to federal and state law.
- (4) DISTRICT shall provide access to individual student information for research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new research and evaluation proposals to DISTRICT's Research and Assessment Department for approval, in accordance with the requirements of FERPA and other federal and state law.
- (5) For purposes of evaluation, service enhancement and maximizing available funding, DISTRICT shall provide de-identified aggregate school data to COUNTY, in accordance with FERPA and other federal and state law.
- (6) DISTRICT will provide SBHC licensed personnel with access to the school nurse's health records and the school nurse will have access to SBHC medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to SBHC personnel as permitted by state and federal law and shall provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.
- (7) ACHCSA and its contract providers shall provide health information from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by HIPAA and other federal and state law.

- (8) ACHCSA and its contract providers shall provide access to individual information for research and evaluation purposes, in accordance with and to the extent allowed by HIPAA and other federal and state law. For purposes of evaluation, service enhancement and maximizing available funding, ACHCSA may provide de-identified aggregate data to COUNTY and DISTRICT, in accordance with HIPAA and other federal and state law.
- (9) PROBATION shall provide individual information from its records for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by federal and state law. PROBATION shall provide access to individual and/or aggregate information for research and evaluation purposes, in accordance with and to the extent allowed by federal and state law.
- (10) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code section 830.1 ("Section 830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provisions of 34 C.F.R. § 99.31(a)(5)(i); Section 830.1, and other federal and state law.
- (11) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team," as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code section 18986.46 and subject to the limits and provisions of other federal and state law.
- (12) DISTRICT AND COUNTY shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

### **C. Ownership and Retention of Records**

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

#### D. Training and orientation

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

#### 14. Indemnification

- A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on District property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.
- B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.
- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not

apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.

- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

## 15. Insurance

- A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:

- (1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- (2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
- (3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- (4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
- (5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

- B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by DISTRICT

of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" in Best Insurance Rating Guide, the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

(5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and



COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

**16. Provider Provisions.**

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.
- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

**17 Dispute Resolution.**

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.

## 18. General Terms and Conditions

- A. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it is understood and agreed to that no DISTRICT staff, or individuals hired or contracted with by DISTRICT, is an agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by DISTRICT staff nor for any obligations or liabilities incurred by DISTRICT. It is also understood and agreed that no COUNTY staff, or individuals hired or contracted with by COUNTY, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by COUNTY staff nor for any obligations or liabilities incurred by COUNTY.

No party's staff, or individuals hired or contracted with by a party, shall have any claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

### B. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Each party shall indemnify and hold the other harmless from any and all liability, fines, penalties and consequences from any of the parties' failures to comply with such laws, ordinances, codes and regulations.
- b. **Accidents:** If death, serious personal injury or substantial property damage occurs in connection with performance of this Agreement, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of DISTRICT's sub-Contractor, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. DISTRICT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

C. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, each party 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.

D. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
School Health Services Administrator  
Health Care Services Administration  
1000 San Leandro Blvd, 3<sup>rd</sup> Floor  
San Leandro, Ca 94577

Attn: Tracey Schear

To DISTRICT: 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](mailto: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.

- E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the

parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

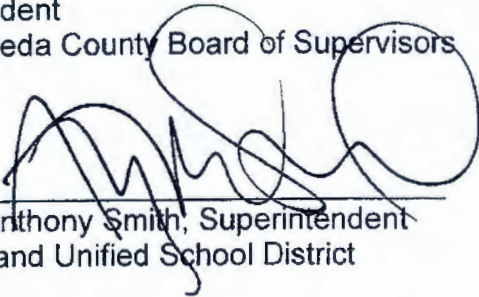
- H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 14), and Ownership of Documents (Paragraph 13.C) shall survive termination or expiration.
- K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

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



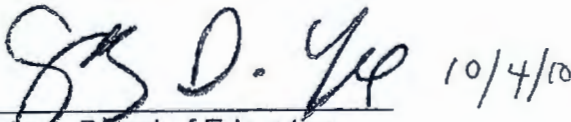
\_\_\_\_\_  
President  
Alameda County Board of Supervisors

Date: 10/26/10



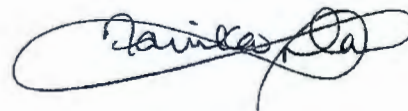
\_\_\_\_\_  
Dr. Anthony Smith, Superintendent  
Oakland Unified School District

Date:

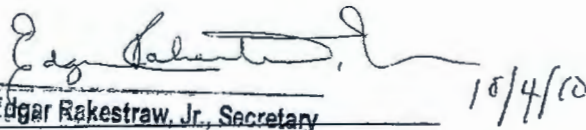


\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

10/26/10



11/5/10



\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary

Board of Education

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

Secretary, Board of Education  
Oakland Unified School District



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

Date: 10/4/10

APPROVED AS TO FORM  
Richard E. Winnie, County Counsel

By  by Faruna K...  
Kathleen Pacheco,  
Senior Deputy County Counsel

Board/Office Use - Legislative File Info	
File ID Number	10-2236
Introduction Date	9/13/10
Enactment Number	10-1755
Enactment Date	9-22-10 <i>AS</i>



every student. every classroom. every day.

# Memo

To Board of Education *AS*  
 From Tony Smith, Ph.D., Superintendent  
 Board Meeting Date September 22, 2010  
 Subject Master Agreement - Alameda County Health Care Services Agency (contractor)-922/Complementary Learning Department (site/department)

**Action Requested** Approval of a Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA. Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 20, 2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed*  
 This Master Agreement formalizes the partnership between Oakland Unified School District and Alameda County Health Care Services Agency (ACHCSA) to deliver a range of health and wellness programs and services in OUSD schools. The Agreement also helps to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs. The Master Agreement sets forth the obligations of the parties in support of school based health and wellness services, which are defined as programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services (collectively Health and Wellness Services "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers. Some of these services are provided by School Based Health Centers, which are health clinics that provide HWS to students as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT. As part of the Agreement, the DISTRICT and COUNTY commit to working together and, where possible, sharing data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of the Master Agreement between the Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide a range of health and wellness programs and services in OUSD schools to include overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services for the District for the period of October 1, 2010 through September 20, 2015, at no cost to the District.

**Recommendation** Approval of a Master Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to 922/Complementary Learning Department.

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

**Attachments**

- Master Agreement
- Certificate of Insurance

MASTER AGREEMENT BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND THE COUNTY OF ALAMEDA RELATED  
TO SCHOOL-BASED SUPPORT SERVICES



This Agreement is made and entered into by and between the Oakland Unified School District ("DISTRICT") and the County of Alameda ("COUNTY")

**RECITALS**

Whereas the DISTRICT is a public entity dedicated to providing quality education to the children of Oakland, California; and

Whereas the Complementary Learning Department ("COMPLEMENTARY LEARNING") is a division within the DISTRICT dedicated to ensuring student success through a systemic approach which integrates both school and non-school supports to enable children to thrive at school, home and in their community.

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA"), the Alameda County Probation Department ("PROBATION"), and the Alameda County Social Services Agency ("SOCIAL SERVICES"); and .

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), School Health Services ("SCHOOL HEALTH SERVICES") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and .

Whereas the COUNTY, through PROBATION and/or SOCIAL SERVICES, identifies youth who are in need of health, wellness and transition services, refers youth to their respective programs, and coordinates access to such services; and

Whereas the goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury prevention, youth and career development, technical assistance and public health coordination, and coordination with probation and social services; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they utilize a comprehensive approach to health care through focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that

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

C-2010-188



lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services to DISTRICT students in order to foster learning and healthy development among the children of Oakland; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and.

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

**1. Agreement**

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the Oakland Unified School District. This Agreement may be amended by a writing signed by both parties.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, where possible, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

**2. Term of Agreement.**

The term of this agreement shall be from October 1, 2010 to September 30, 2015 unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

**3. Services:**

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

**School Based Health Centers ("SBHCs")** are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT.

**School Based Behavioral Health Services ("SBBH")** are services offered to students through ACHCSA staff and contract providers to promote the healthy social-emotional development of students and to address behavioral health-related barriers to learning experienced by students. These HWS are provided at a variety of DISTRICT sites and through DISTRICT linked activities and programs.

#### **4. COUNTY Obligations.**

The COUNTY will provide HWS, through its contract providers and other resources, to DISTRICT students at DISTRICT school sites. COUNTY shall also offer DISTRICT support by the provision of consulting assistance and HWS expertise, including planning and coordination of HWS. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the County.

#### **5. DISTRICT Obligations**

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) in using best efforts to assign a HWS liaison at each school site in addition to assigning a DISTRICT person, such as one from COMPLEMENTARY LEARNING; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites; and (7) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain Fire Marshal clearance and licensure through the California Department of Public Health and ensure compliance with state and city fire codes. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

#### **6. HWS - COUNTY Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY, however, it is anticipated that the following services will be provided by the COUNTY or its contract providers:

**A. Technical Assistance; Planning; Coordination:** The following is a list of services and professional assistance the County, or entities it contracts with, may provide for the planning and coordination of HWS.

- (1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.
- (2) Participate with DISTRICT health and wellness leads towards the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
- (3) Recognize and respect the authority and autonomy of OUSD health and wellness staff in their delivery of HWS.
- (4) Work with DISTRICT to establish HWS for DISTRICT students.
- (5) Provide technical assistance and expertise in HWS to the DISTRICT's development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
- (6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
- (7) Provide training and support materials to DISTRICT Nutrition Services and school nursing staff on current nutrition topics and the promotion of healthy eating and active living.
- (8) Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
- (9) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
- (10) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).
- (11) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those services.

- (12) Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.
- (13) Provide DISTRICT annually with information on COUNTY programs and services provided to OUSD students and families. This directory will identify the provider, location and scope of each program or service.
- (14) DISTRICT will inform COUNTY and its subcontractors of, DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which COUNTY and its subcontractors will comply with.

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

- (1) First aid, triage and urgent care services
- (2) Management of chronic conditions
- (3) Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.
- (4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- (5) Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine female annual evaluations; birth control methods counseling, to the extent allowed by law
- (6) Medical screening and management, which may include:
  - Laboratory testing
  - HIV Testing
  - Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
  - Review of prescriptions and monitoring
  - Assured linkage to primary care physicians
  - Referrals to outside providers as appropriate

**C. Behavioral Health Care Services:** The following is a list of services related to behavioral health that the County, or entities it contracts with, may provide.

- (1) Individual, group, family, milieu counseling
- (2) Intake/assessment
- (3) Crisis intervention
- (4) Case management
- (5) Mental health consultation
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention

**D. Health and Nutrition Education & Promotion Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide to students in the areas of health and nutrition education.

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the Site Administrator or designated liaison.
- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education
- (6) Coordinate with DISTRICT to enhance nutrition programs, e.g., assessments, counseling, and education in and after school, enrollment of students in DISTRICT's free/reduced school breakfast/lunch programs.

- (7) Coordinate with DISTRICT to enhance physical education and recreational activities in and after school.

**E. Dental Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide related to dental health.

- (1) Dental screening, cleaning, fluoride and sealant provisions
- (2) Dental education and instruction

**F. Injury Prevention:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to education students the prevention of injuries.

- (1) Bicycle and helmet education and demonstration
- (2) Violence prevention activities, which may include , conflict mediation and resolution, case management, training, and crisis de-escalation

**G. Youth & Career Development:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.

- (1) Involve students in conducting participatory research and evaluation
- (2) Service/experiential learning
- (3) Internships/externships with businesses and organizations in the community
- (4) Arts, media, and expression programming

**H. Other Services:** The following are other services and programs that the County, or entities it contracts with, may provide or arrange for related to provision of HWS.

- (1) Occupational and physical therapy based on physician diagnosis
- (2) Health insurance enrollment
- (3) Coordination of health services

## **7. HWS - DISTRICT Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of

resources, as determined by the DISTRICT, however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

**A. Technical and Material Obligations:** The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) DISTRICT will provide permanent on-site workspace for providers of SBHCs and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.
- (2) District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
- (3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
- (4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

**B. Planning, Coordination, Administrative Obligations, and Personnel:** The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) Participate with COUNTY staff in the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
- (2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS.
- (3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and PUBLIC HEALTH by creating a seamless referral and follow-up system.
- (4) If requested, participate in panel interviews for the hiring of COUNTY staff related to HWS.
- (5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing"

section of this Master Agreement and consistent with federal and state law.

- (6) DISTRICT school site will be responsible for designating a liaison to coordinate with providers of HWS and support coordination of services.
- (7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

**C. Services provided by DISTRICT to SBHCs:** The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

- (1) Maintain the SBHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
- (2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel or through alternative arrangements, however, any costs shall be the responsibility of DISTRICT. However, the COUNTY shall not be responsible for any costs, unless specifically agreed to in writing.
- (3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

#### **D. Coordination with PROBATION**

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

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

A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.



B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.

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

## 9. Coordination Mechanisms

A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the provision of HWS

B. COUNTY and DISTRICT herein establish SCHOOL HEALTH SERVICES on behalf of the COUNTY and COMPLEMENTARY LEARNING on behalf of the DISTRICT as the co-leads for the implementation of HWS.

1) As such, SCHOOL HEALTH SERVICES and COMPLEMENTARY LEARNING will co-convene monthly meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties.

2) This coordination body agrees to collaborate on the following initiatives:

- School-based health services
- School-based behavioral health services
- School-based health centers
- Promise Neighborhoods
- Full Service Community Schools
- Positive School Climate
- Restorative Justice
- At-risk Youth: Juvenile Justice/Foster Care/Homeless
- 0-8 Convergence
- Fund development

C. The DISTRICT Superintendent and Director of ACHCSA agree to convene meetings each quarter to discuss alignment of strategic initiatives and resource allocation between the two parties.

## 10. Termination

A. Notice of Termination and Default Remedies: In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in their

performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time COUNTY fails to cure the deficiency in their performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time DISTRICT fails to cure the deficiency in their performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

- B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

#### **11. Financial Provisions.**

- A. COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.
- B. COUNTY shall provide all HWS without cost to DISTRICT students,
- C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.
- D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.
- E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.
- F. DISTRICT will provide salary information and conduct time study activities for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.
- G. Capital Improvement

COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS

## 12. School-Based Health Centers (SBHC)

DISTRICT will request of the LEA Reinvestment Committee, according to LEA Reinvestment Committee funding cycles, an allocation to ACHCSA to support school based health centers.

The DISTRICT shall contribute on-site improvements for SBHC facilities up to the amount of \$6,348,450, as agreed upon in the Atlantic Philanthropies grant, for the SBHC construction budgets for Havenscourt Campus, Madison, Roosevelt, United for Success and West Oakland, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs.

COUNTY shall contribute SBHC clinic furniture and equipment for the five ELEV8 sites for facility fixtures not included in the capital construction costs, up to the amount of \$318,000 to be allocated: \$50,000 for dental equipment, instruments and supplies, \$18,000 for nutrition equipment and supplies and \$250,000 (\$50,000 per site) for other health clinic fixtures and equipment.

## 13. Confidentiality and Information Exchange

### A. Confidentiality

(1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.

(2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

(4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this Agreement which contains documentation of such assurances as set forth in Exhibit 1 of this Agreement, in compliance with 45 C.F.R. 164.504(e).

## **B. Information Sharing**

- (1) DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.
- (2) DISTRICT shall provide individual student information from its pupil records to COUNTY and its contractors for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by FERPA and other federal and state law.
- (3) To facilitate full exchange of information, DISTRICT and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or health information pursuant to federal and state law.
- (4) DISTRICT shall provide access to individual student information for research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new research and evaluation proposals to DISTRICT's Research and Assessment Department for approval, in accordance with the requirements of FERPA and other federal and state law.
- (5) For purposes of evaluation, service enhancement and maximizing available funding, DISTRICT shall provide de-identified aggregate school data to COUNTY, in accordance with FERPA and other federal and state law.
- (6) DISTRICT will provide SBHC licensed personnel with access to the school nurse's health records and the school nurse will have access to SBHC medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to SBHC personnel as permitted by state and federal law and shall provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.
- (7) ACHCSA and its contract providers shall provide health information from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by HIPAA and other federal and state law.

- (8) ACHCSA and its contract providers shall provide access to individual information for research and evaluation purposes, in accordance with and to the extent allowed by HIPAA and other federal and state law. For purposes of evaluation, service enhancement and maximizing available funding, ACHCSA may provide de-identified aggregate data to COUNTY and DISTRICT, in accordance with HIPAA and other federal and state law.
- (9) PROBATION shall provide individual information from its records for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by federal and state law. PROBATION shall provide access to individual and/or aggregate information for research and evaluation purposes, in accordance with and to the extent allowed by federal and state law.
- (10) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code section 830.1 ("Section 830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provisions of 34 C.F.R. § 99.31(a)(5)(i); Section 830.1, and other federal and state law.
- (11) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team," as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code section 18986.46 and subject to the limits and provisions of other federal and state law.
- (12) DISTRICT AND COUNTY shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

### **C. Ownership and Retention of Records**

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

#### D. Training and orientation

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

#### 14. Indemnification

- A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on District property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.
- B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.
- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not

apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.

- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

## 15. Insurance

- A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:

- (1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- (2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
- (3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- (4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
- (5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

- B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by DISTRICT

of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A VII" in Best Insurance Rating Guide, the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

(5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and



COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

**16. Provider Provisions.**

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.
- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

**17. Dispute Resolution.**

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
School Health Services Administrator  
Health Care Services Administration  
1000 San Leandro Blvd, 3<sup>rd</sup> Floor  
San Leandro, Ca 94577

Attn: Tracey Schear

To DISTRICT: 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](mailto: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.

- E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the

parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

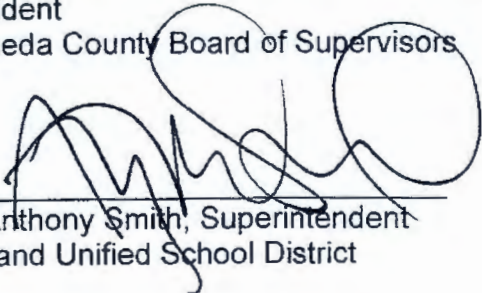
- H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 14), and Ownership of Documents (Paragraph 13.C) shall survive termination or expiration.
- K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

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



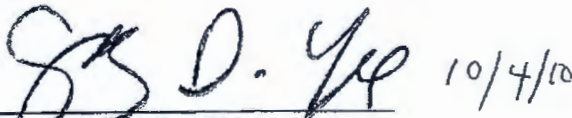
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President  
Alameda County Board of Supervisors

Date: 10/26/10



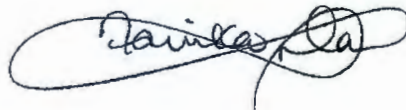
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Dr. Anthony Smith, Superintendent  
Oakland Unified School District

Date:

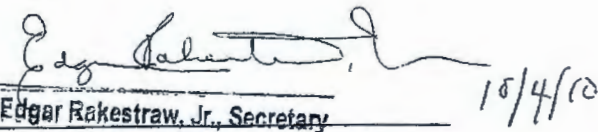


\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

10/26/10




11/5/10



\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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

Secretary, Board of Education  
Oakland Unified School District



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

Date: 10/4/10

APPROVED AS TO FORM  
Richard E. Winnie, County Counsel

By  by Fernando K...  
Kathleen Pacheco,  
Senior Deputy County Counsel

Board Office Use: Legislative File Info.	
File ID Number	11-0815
Introduction Date	5-25-11
Enactment Number	11-0935
Enactment Date	5-25-11 <i>JS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

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

Board Meeting  
Date

5-25-11

Subject

Amendment No. 1 of the Master Agreement - County of Alameda, Health Care Services Agency (contractor) - 922/Complementary Learning Department (site/department).

Action  
Requested

Approval of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency (ACHCSA). Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 30, 2015.

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

County of Alameda, Health Care Services Agency and the Complementary Learning Department will work together to provide school-based health and wellness services including school-based health centers, school-based behavioral health services and other programs that promote the overall health and wellbeing of students. This amendment contains no change to the scope of work but now utilizes LEA/Medi-Cal funding to be allocated to the County of Alameda for the 2010-11 school year as required for the purposes of billing for services provided under this Master Agreement.

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

Approval by the Board of Education of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency, San Leandro, CA, for the latter to provide school-based health and wellness services, including but not limited to school-based behavioral health services and the operation of school-based health centers for the period of October 1, 2010 through September 30, 2015, in the amount of \$340,000.00.

Recommendation

Approval of Amendment No. 1 of the Master Agreement between Oakland Unified School District and County of Alameda, Health Care Services Agency. Services to be primarily provided to 922/Complementary Learning Department for the period of October 1, 2010 through September 30, 2015.

Fiscal Impact

Funding resource name: 5640/LEA/Medical Integrated in the amount of \$340,000.00.

Attachments

- Amendment No. 1, Master Agreement
- Copy of original Master Agreement

**AMENDMENT NO. 1 TO THE  
MASTER AGREEMENT BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND THE COUNTY OF ALAMEDA RELATED  
TO SCHOOL-BASED SUPPORT SERVICES**

This Agreement is made and entered into by and between the Oakland Unified School District ("DISTRICT") and the County of Alameda ("COUNTY")

**RECITALS**

Whereas the DISTRICT is a public entity dedicated to providing quality education to the children of Oakland, California; and

Whereas the Complementary Learning Department ("COMPLEMENTARY LEARNING") is a division within the DISTRICT dedicated to ensuring student success through a systemic approach which integrates both school and non-school supports to enable children to thrive at school, home and in their community.

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA"), the Alameda County Probation Department ("PROBATION"), and the Alameda County Social Services Agency ("SOCIAL SERVICES"); and .

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), School Health Services ("SCHOOL HEALTH SERVICES") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and .

Whereas the COUNTY, through PROBATION and/or SOCIAL SERVICES, identifies youth who are in need of health, wellness and transition services, refers youth to their respective programs, and coordinates access to such services; and

Whereas the goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury prevention, youth and career development, technical assistance and public health coordination, and coordination with probation and social services; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they utilize a comprehensive approach to health care through focus on the early identification of risk factors and addressing the student's immediate

focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services to DISTRICT students in order to foster learning and healthy development among the children of Oakland; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and.

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

### **1. Agreement**

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the Oakland Unified School District. This Agreement may be amended by a writing signed by both parties.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, where possible, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

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

The term of this agreement shall be from October 1, 2010 to September 30, 2015 unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

### **3. Services:**

**Health and Wellness Services:** School based health and wellness services are programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and

evaluation and other services (collectively "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers.

**School Based Health Centers ("SBHCs")** are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT.

**School Based Behavioral Health Services ("SBBH")** are services offered to students through ACHCSA staff and contract providers to promote the healthy social-emotional development of students and to address behavioral health-related barriers to learning experienced by students. These HWS are provided at a variety of DISTRICT sites and through DISTRICT linked activities and programs.

#### **4. COUNTY Obligations.**

The COUNTY will provide HWS, through its contract providers and other resources, to DISTRICT students at DISTRICT school sites. COUNTY shall also offer DISTRICT support by the provision of consulting assistance and HWS expertise, including planning and coordination of HWS. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the County.

#### **5. DISTRICT Obligations**

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) in using best efforts to assign a HWS liaison at each school site in addition to assigning a DISTRICT person, such as one from COMPLEMENTARY LEARNING; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites; and (7) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain Fire Marshal clearance and licensure through the California Department of Public Health and ensure compliance with state and city fire codes. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

#### **6. HWS - COUNTY Scope of Work**

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The COUNTY's obligation to provide any HWS and support is subject to the availability of



resources, as determined by the COUNTY, however, it is anticipated that the following services will be provided by the COUNTY or its contract providers:

- A. Technical Assistance; Planning; Coordination:** The following is a list of services and professional assistance the County, or entities it contracts with, may provide for the planning and coordination of HWS.
- (1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.
  - (2) Participate with DISTRICT health and wellness leads towards the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
  - (3) Recognize and respect the authority and autonomy of OUSD health and wellness staff in their delivery of HWS.
  - (4) Work with DISTRICT to establish HWS for DISTRICT students.
  - (5) Provide technical assistance and expertise in HWS to the DISTRICT's development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
  - (6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
  - (7) Provide training and support materials to DISTRICT Nutrition Services and school nursing staff on current nutrition topics and the promotion of healthy eating and active living.
  - (8) Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
  - (9) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
  - (10) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).

- (11) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those services.
- (12) Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.
- (13) Provide DISTRICT annually with information on COUNTY programs and services provided to OUSD students and families. This directory will identify the provider, location and scope of each program or service.
- (14) DISTRICT will inform COUNTY and its subcontractors of, DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which COUNTY and its subcontractors will comply with.

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

- (1) First aid, triage and urgent care services
- (2) Management of chronic conditions
- (3) Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.
- (4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals
- (5) Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine female annual evaluations; birth control methods counseling, to the extent allowed by law
- (6) Medical screening and management, which may include:
  - Laboratory testing
  - HIV Testing
  - Immunizations, e.g., vaccine distribution, screening and review of immunization records, training
  - Review of prescriptions and monitoring

Assured linkage to primary care physicians

Referrals to outside providers as appropriate

**C. Behavioral Health Care Services:** The following is a list of services related to behavioral health that the County, or entities it contracts with, may provide.

- (1) Individual, group, family, milieu counseling
- (2) Intake/assessment
- (3) Crisis intervention
- (4) Case management
- (5) Mental health consultation
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention

**D. Health and Nutrition Education & Promotion Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide to students in the areas of health and nutrition education.

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the Site Administrator or designated liaison.
- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education

- (6) Coordinate with DISTRICT to enhance nutrition programs, e.g., assessments, counseling, and education in and after school, enrollment of students in DISTRICT's free/reduced school breakfast/lunch programs.
- (7) Coordinate with DISTRICT to enhance physical education and recreational activities in and after school.

**E. Dental Services:** The following is a list of services and programs that the County, or entities it contracts with, may provide related to dental health.

- (1) Dental screening, cleaning, fluoride and sealant provisions
- (2) Dental education and instruction

**F. Injury Prevention:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to education students the prevention of injuries.

- (1) Bicycle and helmet education and demonstration
- (2) Violence prevention activities, which may include , conflict mediation and resolution, case management, training, and crisis de-escalation

**G. Youth & Career Development:** The following is a list of services and programs that the County, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.

- (1) Involve students in conducting participatory research and evaluation
- (2) Service/experiential learning
- (3) Internships/externships with businesses and organizations in the community
- (4) Arts, media, and expression programming

**H. Other Services:** The following are other services and programs that the County, or entities it contracts with, may provide or arrange for related to provision of HWS.

- (1) Occupational and physical therapy based on physician diagnosis
- (2) Health insurance enrollment
- (3) Coordination of health services

## 7. HWS - DISTRICT Scope of Work

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of resources, as determined by the DISTRICT, however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

**A. Technical and Material Obligations:** The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) DISTRICT will provide permanent on-site workspace for providers of SBHCs and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.
- (2) District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
- (3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
- (4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

**B. Planning, Coordination, Administrative Obligations, and Personnel:** The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

- (1) Participate with COUNTY staff in the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.
- (2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS. .
- (3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and PUBLIC HEALTH by creating a seamless referral and follow-up system.

- (4) If requested, participate in panel interviews for the hiring of COUNTY staff related to HWS.
- (5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
- (6) DISTRICT school site will be responsible for designating a liaison to coordinate with providers of HWS and support coordination of services.
- (7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

**C. Services provided by DISTRICT to SBHCs:** The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

- (1) Maintain the SBHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
- (2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel or through alternative arrangements, however, any costs shall be the responsibility of DISTRICT. However, the COUNTY shall not be responsible for any costs, unless specifically agreed to in writing.
- (3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

#### **D. Coordination with PROBATION**

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

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

- A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.
- B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.
- C. PROBATION shall disclose relevant aggregate and individual data held by PROBATION, to DISTRICT and ACHCSA and/or its contract providers, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.

**9. Coordination Mechanisms**

- A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the provision of HWS
- B. COUNTY and DISTRICT herein establish SCHOOL HEALTH SERVICES on behalf of the COUNTY and COMPLEMENTARY LEARNING on behalf of the DISTRICT as the co-leads for the implementation of HWS.
- 1) As such, SCHOOL HEALTH SERVICES and COMPLEMENTARY LEARNING will co-convene monthly meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties.
  - 2) This coordination body agrees to collaborate on the following initiatives:
    - School-based health services
    - School-based behavioral health services
    - School-based health centers
    - Promise Neighborhoods
    - Full Service Community Schools
    - Positive School Climate
    - Restorative Justice
    - At-risk Youth: Juvenile Justice/Foster Care/Homeless
    - 0-8 Convergence
    - Fund development
- C. The DISTRICT Superintendent and Director of ACHCSA agree to convene meetings each quarter to discuss alignment of strategic initiatives and resource allocation between the two parties.

## **10. Termination**

- A. **Notice of Termination and Default Remedies:** In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in their performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time COUNTY fails to cure the deficiency in their performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in their performance. If after a reasonable time DISTRICT fails to cure the deficiency in their performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

- B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

## **11. Financial Provisions.**

- A. COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.
- B. COUNTY shall provide all HWS without cost to DISTRICT students,
- C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.
- D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.
- E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.
- F. DISTRICT will provide salary information and conduct time study activities for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.
- G. Capital Improvement



COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS

## **12. School-Based Health Centers (SBHC)**

DISTRICT will provide a total of \$340,000 of LEA/Medi-Cal funding for the 2010-11 school year to ACHCSA to support school-based health and wellness services. This includes \$180,000 to support school-based health center operations and \$160,000 to fund two (2) 1.0 FTE Clinical Case Managers positions to serve two schools.

The DISTRICT shall contribute on-site improvements for SBHC facilities up to the amount of \$6,348,450, as agreed upon in the Atlantic Philanthropies grant, for the SBHC construction budgets for Havenscourt Campus, Madison, Roosevelt, United for Success and West Oakland, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs.

COUNTY shall contribute SBHC clinic furniture and equipment for the five ELEV8 sites for facility fixtures not included in the capital construction costs, up to the amount of \$318,000 to be allocated: \$50,000 for dental equipment, instruments and supplies, \$18,000 for nutrition equipment and supplies and \$250,000 (\$50,000 per site) for other health clinic fixtures and equipment.

## **13. Confidentiality and Information Exchange**

### **A. Confidentiality**

(1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.

(2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

(4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this Agreement which contains documentation of such assurances as set forth in Exhibit 1 of this Agreement, in compliance with 45 C.F.R. 164.504(e).

## **B. Information Sharing**

- (1) DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.
- (2) DISTRICT shall provide individual student information from its pupil records to COUNTY and its contractors for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by FERPA and other federal and state law.
- (3) To facilitate full exchange of information, DISTRICT and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or, health information pursuant to federal and state law.
- (4) DISTRICT shall provide access to individual student information for research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new research and evaluation proposals to DISTRICT's Research and Assessment Department for approval, in accordance with the requirements of FERPA and other federal and state law.
- (5) For purposes of evaluation, service enhancement and maximizing available funding, DISTRICT shall provide de-identified aggregate school data to COUNTY, in accordance with FERPA and other federal and state law.
- (6) DISTRICT will provide SBHC licensed personnel with access to the school nurse's health records and the school nurse will have access to SBHC medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to SBHC personnel as

permitted by state and federal law and shall provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.

- (7) ACHCSA and its contract providers shall provide health information from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by HIPAA and other federal and state law.
- (8) ACHCSA and its contract providers shall provide access to individual information for research and evaluation purposes, in accordance with and to the extent allowed by HIPAA and other federal and state law. For purposes of evaluation, service enhancement and maximizing available funding, ACHCSA may provide de-identified aggregate data to COUNTY and DISTRICT, in accordance with HIPAA and other federal and state law.
- (9) PROBATION shall provide individual information from its records for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by federal and state law. PROBATION shall provide access to individual and/or aggregate information for research and evaluation purposes, in accordance with and to the extent allowed by federal and state law.
- (10) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code section 830.1 ("Section 830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provisions of 34 C.F.R. § 99.31(a)(5)(i); Section 830.1, and other federal and state law.
- (11) COUNTY and DISTRICT and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team," as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code section 18986.46 and subject to the limits and provisions of other federal and state law.
- (12) DISTRICT AND COUNTY shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

### **C. Ownership and Retention of Records**

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

#### **D. Training and orientation**

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

#### **14. Indemnification**

- A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on District property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.
- B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of

the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.

- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.
- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

## **15. Insurance**

- A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:
  - (1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - (2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.
  - (3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
  - (4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
  - (5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with

limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" in Best Insurance Rating Guide, the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

(5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of

the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

- E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

**16. Provider Provisions.**

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.
- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

**17. Dispute Resolution.**

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In

the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.



## 18. General Terms and Conditions

- A. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it is understood and agreed to that no DISTRICT staff, or individuals hired or contracted with by DISTRICT, is an agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by DISTRICT staff nor for any obligations or liabilities incurred by DISTRICT. It is also understood and agreed that no COUNTY staff, or individuals hired or contracted with by COUNTY, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by COUNTY staff nor for any obligations or liabilities incurred by COUNTY.

No party's staff, or individuals hired or contracted with by a party, shall have any claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

### B. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Each party shall indemnify and hold the other harmless from any and all liability, fines, penalties and consequences from any of the parties' failures to comply with such laws, ordinances, codes and regulations.
- b. **Accidents:** If death, serious personal injury or substantial property damage occurs in connection with performance of this Agreement, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of DISTRICT's sub-Contractor, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. DISTRICT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

C. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, each party 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.

D. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
School Health Services Administrator  
Health Care Services Administration  
1000 San Leandro Blvd, 3<sup>rd</sup> Floor  
San Leandro, Ca 94577

Attn: Tracey Schear

To DISTRICT: 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](mailto: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.

- E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the

parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

- H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 14), and Ownership of Documents (Paragraph 13.C) shall survive termination or expiration.
- K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

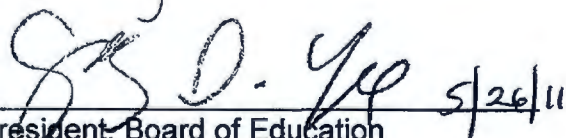
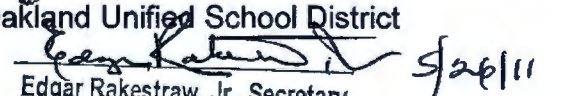
On behalf of our respective institutions or organizations, we hereby execute this Agreement.

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

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

  
\_\_\_\_\_  
Dr. Anthony Smith, Superintendent  
Oakland Unified School District

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

 5/26/11  
\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District  
 5/26/11  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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

**Legislative File**

File ID Number: 11-0815

Introduction: 5/25-11

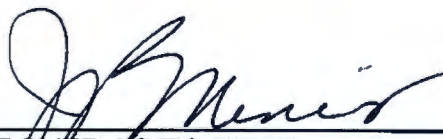
Enactment Number: 11-0935

Enactment Date: 5-25-11

Unified School District and the County of Alameda  
Wellness Services

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

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

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

Date: 4/6/2011

APPROVED AS TO FORM  
Richard E. Winnie, County Counsel

By \_\_\_\_\_  
Kathleen Pacheco,  
Senior Deputy County Counsel

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