

Board Office Use: Legislative File Info.	
File ID Number	13-2470
Introduction Date	11-6-13
Enactment Number	13-2282
Enactment Date	11/6/13 <i>OR</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date November 6, 2013

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

Action Requested Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of July 1, 2013 through June 30, 2014.

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

Alameda County Public Health Department and the Family, Schools, and Community Partnerships will work together to implement the U.S. Department of Health and Human Services, Office of Adolescent Health, Teen Pregnancy Prevention Program (HHS-OAH TPP) to prevent and/or reduce teen pregnancy in the city of Oakland, California. The goal by working collaboratively with youth, teachers, school-based health centers, school day and after school staff, and community service providers is to coordinate and deliver evidence-based curriculum for a target population of students 10-13 years of age at selected middle school sites.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department, San Leandro, CA, for the latter to provide services to implement a Teen Pregnancy Program to prevent and/or reduce teen pregnancy by working collaboratively with youth, teachers, school based health centers, school day and after school staff, and community service providers to coordinate and deliver evidence-based curriculum at Ascend, United for Success, Urban Promise Academy, Bret Harte, Alliance, Elmhurst Community Prep, Madison, Frick, Roosevelt, West Oakland, Edna Brewer, Montero, Westlake, Claremont, Hillcrest, Melrose Leadership Academy, Coliseum College Preparatory Academy (CCPA), and Roots for the period of July 1, 2013 through June 30, 2014, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided to 922/Family, Schools, and Community Partnerships for the period of July 1, 2013 through June 30, 2014.

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

Attachments

- Master Contract
- Exhibits A through F

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

Dept Name: PHD-FHS Vendor ID #: 32634 Board PO #: _____
 Bus Unit: PHSVC Master Contract #: 900322 Procurement Contract #: _____ Budget Year: 2014

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

Justification if partial encumbrance or liquidation requested:

Federal Funds Waiver #: _____ Contract Maximum: \$28,132
 Procurement Contract Begin Date: 07/01/2013 Expire Date: 6/30/2014
 Period of Funding: From: 09/01/2013 To: 08/31/2014
 Department Contact: Jesus Verduzco Telephone: 510-481-3789 QIC Code: 42603
 Contractor / Contract-Project Name: Oakland Unified School District
 Contractor Address: 746 Grand Avenue, Oakland, CA 94610 BOS Dist. 3,4,5
 Remittance Address: 746 Grand Avenue, Oakland, CA 94610 Federal 94-6000385
 Location # _____

Contractor Telephone: 510-273-1578 Fax #: 510-273-1501 E-mail(Signatory): Joanna.Locke@ousd.k12.ca.us
 Contractor Contact Person: Joanna Locke E-mail(Contact): _____
 Contract Service Category: Evidence Based Family Life Education
 Estimated Units of Service: Not Applicable
 Maximum Single Payment & Exceptions: Not Applicable
 Method of Reimbursement (Invoicing Procedures): Actual monthly or quarterly costs in arrears

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$28,132				
Exhibit #					
Amount of Encumbrance	\$28,132				
File Date					
File / Item #	07/16/2013				
Reason	28956/13/15				

Funding Source Allocation:	Federal / CFDA # (93,297)	State	County
	\$28,132		

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

DEPARTMENT

By _____
 Signature

 Print or Type Name
 Title

 Date

David Kakishiba
 President, Board of Education
CONTRACTOR
 By Curtiss Sarikey
 Signature

 Print or Type Name
 Title: Associate Superintendent Date

 By Gary Yee
 Signature

 Print or Type Name
 Title: Superintendent Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Public Health Department
Contractor Name	Oakland Unified School District
Contract Period	07/1/2013-06/30/2014
Type of Services	Health Education
Contract Number (PO #)	

I. Program Name

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

II. Contracted Services

Contractor shall provide:

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide support to the Alameda County Public Health Department to accomplish the following goals:

By June 30, 2014, 2000 OUSD middle school students will participate in the evidence based health education classes using the "Making Proud Choices" Curriculum.

B. Target Population

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

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. **Program Design**

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

A) ACPHD as Lead Agency will:

- 1) Coordinate, support and identify resources (e.g., trainings, publications, HHS updates, online information, etc.) for Project HOPE Collaborative (PHC) activities, meetings, and efforts to provide evidence based teen pregnancy prevention services as outlined in the Work Plan.
- 2) Provide staff training to support the implementation of evidence based curriculum at all OUSD middle school sites which include: Ascend; United for Success; Urban Promise; Bret Hart; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Melrose; CCPA; and Roots.
- 3) Provide a liaison to the OUSD Family, Schools and Community Partnerships Department to support or to ensure effective implementation of the project in a variety of settings with fidelity.
- 4) Monitor progress reports with FSCP staff with technical assistance in planning, implementing, coordinating and evaluating interventions, compile data ensuring fidelity. Prepare and submit timely progress reports to the HHS-OAH TPP.
- 5) Participate in all TPP Region-wide Collaborative meetings and other scheduled collaborative activities as well as meetings identified by FSCP as relevant.
- 6) Coordinate the tasks and activities needed to meet expected results, comply and make progress toward objectives of the work plan.
- 7) Obtain parental/guardian consent and administer the local evaluation instrument to participants and submit completed evaluation surveys to local evaluator.
- 8) Cooperate with OUSD Evaluation requirements.
- 9) Adhere to the following staff requirements:
 - a. Proof of negative tuberculosis testing by PPD skin test within last 4 years. Any employee or subcontractor who has a positive PPD skin test will be required to provide ACPHD with evidence of a negative chest x-ray report taken within one(1) year of his/her initial date of participation in the Program.
 - b. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to ACPHD's services under this agreement. ACPHD certifies its compliance with these provisions as follows: "ACPHD certifies that EMPLOYEES and SUBCONTACTORS ("Employees") have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all employees, regardless of whether those employees are paid or unpaid, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that no employees has been convicted of a felony, as that term is defined in California Education Code section 45122.1. ACPHD further certifies that it has received and reviewed fingerprint results for each of its employees and has requested and reviews subsequent arrest records for all employees who may come into contract with OUSD pupils in providing services to under this Agreement."

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

1) Support the Project HOPE Collaborative activities and efforts to provide evidence based teen pregnancy prevention services as outlined in the HHS-OAH TPP Work Plan at the following OUSD Middle School sites: Ascend; United for Success; Urban Promise; Bret Hart; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Hillcrest; Melrose; CCPA; and Roots.

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

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

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

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

2. Service Delivery Sites

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

D. Minimum Staffing Qualifications

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

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

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

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

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

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

B. Outcome Measures

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

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Cooperate with all Federal Office of Adolescent Health requirements.

B. Evaluation Requirements

N/A

VI. Additional Requirements

A. Certification/Licensure

N/A

B. Other Requirements

No changes or revisions can occur to this contract unless a written modification is completed.
Payment may be withheld if objective(s) are not met, as stipulated in Exhibit B of this contract.

VII. Entirety of Agreement

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

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

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

Attachment A-1
Year 4 Work Plan
 July 01, 2013 through June 30, 2014

Grantee Name: Project HOPE Collaborative Teen Pregnancy Prevention Initiative

Grant #: 5 TP1AH000014-04-00

Funds Requested: \$964,683

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

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

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

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

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

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

<p>negotiation skills.</p> <ul style="list-style-type: none"> • Demonstrated increased knowledge about where to access reproductive health care. <p>Objective Rationale:</p> <p>Evaluate perceived impact of <i>Making Proud Choices!</i> Program.</p>														
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Goal 3: To ensure all OUSD students have access to comprehensive teen pregnancy prevention related health and social services.

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

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

<p>Objective 2: During the 2013/2014 school year of the project period, at least 90% of students who complete the <i>Making Proud Choices!</i> Curriculum will have received information about TPP related health and social services.</p> <p>Objective Rationale: Same as above</p>	<p>Activity 1: PHC Health educators will distribute TPP related health and service referral information to 6th grade students who received the <i>Making Proud Choices!</i> Curriculum.</p>		X	X	X		X	X	X	X	X			<p>Provide a youth-friendly TPP brochure that contains teen pregnancy prevention and confidential resources and services in Alameda County for to all the students that complete the MPC! Program.</p>	<p>TPP Health Educators</p>
--	---	--	---	---	---	--	---	---	---	---	---	--	--	--	-----------------------------

EXHIBIT B- TERMS OF PAYMENT

Contracting Department	Alameda County Public Health Department
Contractor Name	Oakland Unified School District
Contract Period	07/01/2013-06/30/2014
Type of Services	Health Education
Contract Number (PO #)	
Contact Amt/Max	\$28,132

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

I. Budget

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

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditions of withholding payment

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

E. Definitions

N/A

III. Invoicing Procedures

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

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

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

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

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

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

IV. Funding and Reporting Requirements

See Exhibit A

V. Additional Terms and Conditions of Payment

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

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

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

Project HOPE Collaborative Teen Pregnancy Prevention Initiative

Oakland Unified School District

Year 4 Budget (07/01/2013-06/30/2014)

Attachment B-1

PERSONNEL					
Position	Staff	Annual	FTE	OAH Budget Yr 3	Justification
Coordinator, Health Services	Barbara Parker	\$109,000	0.2	\$21,800	Point person for Alameda County Public Health; attends coordination meeting with County, La Clinica and Asian Health Services; communication with principals; oversight of contract including invoicing; development of consent form; liaising with legal and translation departments; responding to parent inquiries about TPP program; coordinates site nurses around program planning & implementation; support for site based outreach and parent information meetings
Subtotal Salaries				\$21,800	
Full Time Benefits @ 29%				\$ 6,322.00	Payroll taxes, worker's comp, unemployment, health/medical
Total Personnel				\$28,122	

Oakland Unified School District
Site Expense Summary By Fund Resource Program
 As of 09/30/2013

Attachment B-2

Site: 922 Complementary Learning

Fund -Resource -Program	Description	Working Budget	Encumbered	Actual Expended	Balance
01 - 0000 - 1211	Integrated Support	24,303.29	18,082.70	6,070.95	149.64
01 - 0099 - 1211	Integrated Support	363,450.86	185,681.26	65,803.67	111,965.93
01 - 0522 - 1211	Integrated Support	103,608.74	77,089.44	25,881.27	638.03
01 - 3202 - 1211	Integrated Support	255,888.56	379.09	0.00	255,509.47
01 - 5640 - 1211	Integrated Support	1,067.40	0.00	0.00	1,067.40
01 - 6690 - 1211	Integrated Support	242,449.69	186,682.04	28,269.57	27,498.08
01 - 9017 - 1211	Integrated Support	168,252.20	170,773.02	22,241.20	-24,762.02
01 - 9017 - 1219	Bechtel Student Health	16,747.80	0.00	0.00	16,747.80
01 - 9222 - 1211	Integrated Support	51,061.00	20,815.93	13,875.49	16,369.58
01 - 9225 - 1211	Integrated Support	2,217,779.84	1,652,879.94	354,752.76	210,147.14
Total For Site	922 Complementary Learning	3,444,609.38	2,312,383.42	516,894.91	615,331.05

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

ADMINISTRATOR:
 Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-8750
 www.keenan.com

LICENSE # 0451271

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

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

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the agreement between the Alameda County Public Health Department and the Oakland Unified School District for their partnership implement with the Dating Matter Initiative through the coverage expiration date.

CERTIFICATE HOLDER:
 Alameda County Public Health Department
 500 Davis Street, Suite 120
 San Leandro CA 94577

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



 John Stephens
 AUTHORIZED REPRESENTATIVE

EXHIBIT D
AUDIT REQUIREMENTS

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

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

I. AUDIT REQUIREMENTS

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

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Oakland Unified School District, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____

EXHIBIT F

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL: _____ TITLE: President, Board of Education

SIGNATURE: _____ DATE: _____