

Board Office Use: Legislative File Info.	
File ID Number	11-2963
Introduction Date	12/7/11
Enactment Number	11-2565
Enactment Date	12-14-11 B



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date November 16, 2011

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

Action Requested Approval of 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 September 1, 2011 through August 31, 2012.

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 at selected middle school sites.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of a Memorandum of Understanding 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, Coliseum College Preparatory Academy, Melrose Leadership Academy, Roots International Academy, Bret Harte, Alliance Academy, Elmhurst Community Preparatory, Madison, Frick, Roosevelt, West Oakland, Edna Brewer, Montera, Westlake, Hillcrest, and Claremont Middle Schools for the period of February 1, 2011 through August 31, 2012, 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 February 1, 2011 through August 31, 2012.

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: **Public Health - FHS** Vendor ID #: **#32634** Board PO #: **6637**
 Bus Unit: **PHSVC** Master Contract #: **900322** Procurement Contract #: **6025** Budget Year: **2012**

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	22405	350900	00000		PNG11FH31100		\$28,132

Federal Funds Waiver #:

Contract Maximum: **\$28,132**

Procurement Contract Begin Date: **9/1/2011**

Expire Date: **8/31/2012**

Period of Funding: From: **9/1/2011**

To: **8/31/2012**

Department Contact: **Julie Garcia**

Telephone: **510-618-2082**

QIC Code: **42504**

Contractor / Contract-Project Name: **Oakland Unified School District**

Contractor Address: **2850 West Street, Oakland, CA 94608**

BOS Dist. # **3,4,5**

Federal Tax ID: **94-6000385**

Remittance Address: **2850 West Street, Oakland, CA 94608**

Location #

Contractor Telephone: **510-639-4289**

E-mail: **Joanna.Locke@ousd.k12.ca.us**

Contractor Contact Person: **Joanna Locke**

Fax #: **510-639-4289**

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					
File Date					
File / Item #					
Reason					

Funding Source Allocation:

Federal / CFDA # ()	State	County

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

Anita Siegal

Print or Type Name

Title **Public Health Department Director**

Date _____

LEGISLATIVE FILE

File ID Number **11-2963**

Introduction Date **12-7-11**

Enactment Number **11-2565**

Enactment Date **12-14-11**

CONTRACTOR

By _____

Signature

Tony Smith

Print or Type Name

Title **Jody London**

Date **12/15/11**

By **President, Board of Education**

Signature

Edgar Rakestraw, Jr.

Print or Type Name

Title

Date **12/15/11**

**Edgar Rakestraw, Jr., Secretary
Board of Education**

EXHIBIT A
COMMUNITY-BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Oakland Unified School District
Contracting Department: Alameda County Public Health Dept.
Contract Period: 9/01/11 – 8/31/12
Master Contract #: _____
Exhibit #: _____
Encumbrance #: \$28,132

1. Contracted Services: Support the coordination and integration of evidence based teen pregnancy prevention health education with schools and OUSD academic programs.
2. Program Name: Office of Adolescent Health (OAH)-Teen Pregnancy Prevention (TPP)- Project HOPE (Helping Oakland Prevent Teen Pregnancy Via Education)
3. Program Objectives: By June 30, 2012, 2600 OUSD middle school students will participate in the evidence based health education classes using the "Making Proud Choices" Curriculum.
4. Program Description and Requirements:

OAH-TPP Project HOPE - Teen Pregnancy Prevention Education.

Alameda County Public Health Department and the Family, Schools & Community Partnerships Department (FSCP) will work together to implement Teen Pregnancy Prevention (TPP) Program to prevent and/or reduce teen pregnancy in the city of Oakland, California. ACPHD and FSCP will achieve this goal by working collaboratively with youth, teachers, school based health centers, school/after school staff, and community service providers to coordinate and deliver evidence-based curriculum. Through this contract, ACPHD and FSCP agree to perform the following duties:

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 Harte; Alliance; Elmhurst; Madison; Frick; Roosevelt; West Oakland; Edna Brewer; Montera; Westlake; Claremont; Hillcrest; Melrose; CCPA; and Roots.
- 3) Provide a liaison to the FSCP to support or to ensure effective planning piloting and 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 SUBCONTRACTORS ("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 employee 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 Family, Schools and Community Partnerships Department as a Partner Agency in 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.

5. Hours/Days of Operation: N/A

6. Reporting Requirements: Cooperate with all Federal Office of Adolescent Health requirements.

Evaluation Requirements: N/A

7. Certification/Licensure: N/A

8. Target Population: Girls/Boys ages 10- 13 years of age.

9. Service Area: Oakland

10. Service Delivery Sites: Schools.

11. Other:

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.

EXHIBIT B
COMMUNITY-BASED ORGANIZATION MASTER CONTRACT

TERMS AND CONDITIONS OF PAYMENT

Contractor Name: Oakland Unified School District
Contracting Department: Alameda County Public Health Dept
Contract Period: **September 1, 2011 through August 31, 2012**
Master Contract #: _____
Exhibit #: _____
Encumbrance #: \$28,132

I. Budget (May include one or more of the following)

A. Composite Budget Summary-

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.

B. Composite Budget Detail

C. Line Item Budget

D. Units of Service

E. Cost per Unit of Service

II. Terms and Conditions of Payment (May include one or more of the following)

A. 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 for 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 Coordinator, County shall pay Contractor a maximum total of \$28,132.

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

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 monthly 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.

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.

B. Funding Source Information

Funding for these services is received from State Department of Health Services, Office of Family Planning. There are no net county costs.

C. Basis for Final Settlement

D. Reporting Requirements

E. Provisions for Budget Revisions

F. Other Requirements

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.

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	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 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. 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. 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. 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. 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. 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. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 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) 	

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

Business Associate Provisions (HIPAA)

Definitions

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

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

Obligations and Activities of Business Associate

- (a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- (b) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (c) Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

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

Permitted Uses and Disclosures by Business Associate

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

Business Associate Obligations upon Termination or Expiration of Agreement

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

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

Miscellaneous

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

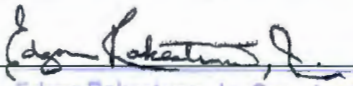
CONTRACTOR _____

 12/15/11

Jody London

By: President, Board of Education

Title: _____

 12/15/11

Edgar Rakestraw, Jr., Secretary
Board of Education

City, State, ZIP Code

Tax Payer I.D.# _____

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:


Jody London

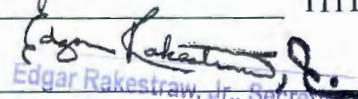
President, Board of Education

12/15/11

PRINCIPAL:

TITLE:

SIGNATURE:


Edgar Rakestraw, Jr., Secretary
Board of Education

DATE:

12/15/11

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

Master Contract between Oakland Unified School District and Alameda County Public Health Department for the period of September 1, 2011 through August 31, 2012.

Oakland Unified School District	County of Alameda
 Date: _____ Maria Santos Deputy Superintendent Instruction, Leadership & Equity-in-Action Family, Schools, and Community Partnerships Department	 Date: _____ Print Name: _____ Title: _____
Approved as to Form:  Date: <u>11/7/11</u> Jacqueline P. Minor, Esq. General Counsel	Approved as to Form: Date: _____ Print Name: _____ Title: Alameda County Counsel
 Date: <u>12/15/11</u> Anthony Smith, Ph.D. Superintendent	
 Date: <u>12/15/11</u> Gary Yee President, Board of Education	
 Date: <u>12/15/11</u> Edgar Rakestraw, Jr., Secretary Board of Education	

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Alameda County Public Health Department (ACPHD) | Family Health Services (FHS) | Maternal, Paternal, Child and Adolescent Health (MPCAH)

Full Description

MATERNAL, CHILD AND ADOLESCENT HEALTH PROGRAM includes reproductive health, family planning, pregnancy, birth defects, infants, children, teens, and human stem cell research. Refers callers to appropriate providers based on caller's location and service needs. May provide limited transportation assistance to health services on a case-by-case basis. Also provides information and referral to the general public regarding prenatal care providers, Child Health and Disability Prevention (CHDP), Medi-Cal obstetricians and midwives, family support services, smoking cessation services, drug and alcohol rehabilitation services, shelters, transportation and other community resources.

Target Group

Eligibility Requirements

Languages

Application Process

By phone

Fees

None

Accepted Payment

Phone

510-208-5980

Maternal, Paternal, Child & Adolescent Health Hours: Monday-Friday, 8:30-5; Answering machine after hours

PRIMARY

888-604-4636 (888-604-INFO)

Public Health Clearinghouse - Toll free line Hours: Monday-Friday, 8:30-5

Website

www.acphd.org

Address

1000 Broadway, Suite 500
Oakland, CA 94607

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Transportation



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About the Alameda County Online Services Directory

For more than 25 years Eden I&R, Inc. has been providing up-to-date information about Social Service providers in Alameda County to government agencies, non-profits, and the public. It is our hope that this online service will greatly improve access to the information maintained by Eden I&R. The information will be the most current available and will be available 24 hours a day to anyone with an Internet connection.

The Information Management Department at Eden I&R updates all of the information we have about an agency at least once each year. This annual update involves mailing a copy of each agency's entire record to them for review. Although we will edit information to meet our style guidelines, what you read is essentially what we are "told" by the agency itself.

In addition to the regular update mailed to each agency, we modify records throughout the year as we are made aware of changes in phone numbers, addresses, etc. It is our hope that feedback we receive from users of the Online Resource Directory will help to keep our information even more up-to-date.

This project represents a truly collaborative effort involving numerous local government agencies and non-profit organizations. We hope you will visit our Sponsors page to become familiar with those in your community who support Eden I&R in maintaining this information and making it available to those who need it.

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