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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tom Felix, English Language Learner and Multilingual Achievement (ELLMA)
Nathaniel Dunstan, Program Manager, Refugee & Newcomers

Meeting Date

Subject Amendment, Community-Based Organization Master Contract – Alameda County Health Care Services Agency – Unaccompanied Immigrant Youth - English Language Learner and Multilingual Achievement (ELLMA)

Ask of the Board Approval by the Board of Education of Community-Based Organization (“CBO”) Master Contract Amendment Coversheet and Exhibits A-F between the District and Alameda County Health Care Services Agency, San Leandro, CA, to accept \$20,000.00 to remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth, for the period July 1, 2021 through June 30, 2022.

Background Unaccompanied Immigrant Youth (UIY), are minors who crossed the US Border without a parent or guardian, often making the dangerous journey across borders to flee extreme violence in their home countries. Alameda County has the second highest percentage of UIY in California. Similarly, Children of Migrant Families (CMF) are children, born in another country, who have entered the United States with a parent or caregiver and fleeing poverty, violence, and related traumatic situations in their home country. As such, UIY & CMF make up a unique, vulnerable population with distinctive health and mental well-being challenges.

Discussion The grant’s primary focus is to remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth, a large and growing population in OUSD schools with low cohort graduation rates and academic performance often below grade level. Improved services for these students are essential to fulfilling our commitment to our community.

Fiscal Impact Grant for OUSD schools in an amount not to exceed \$20,000.00

Attachment(s)

- Grant Management Face Sheet
- Community-Based Organization Master Contract Amendment Coversheet
- Exhibit A - Definition of Services
- Exhibit B - Terms of Payment

- Exhibit C – Insurance Requirements;
- Exhibit D – Debarment and Suspension Certification; and
- Exhibit E – HIPAA Business Associate Agreement.

OUSD Grants Management Face Sheet

Title of Grant: Alameda County Center for Healthy Schools and Communities (CHSC) Unaccompanied Immigrant Youth Program	Funding Cycle Dates: July 1, 2021 – June 30, 2022
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$20,000
Funding Agency: Alameda County	Grant Focus: Remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth
List all School(s) or Department(s) to be Served: ELLMA, Fremont, Elmhurst, Oakland High	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to remove barriers and create access to health and wellness services for Unaccompanied Immigrant Youth, a large and growing population in OUSD schools with low cohort graduation rates and academic performance often below grade level. Improved services for these students are essential to fulfilling our commitment to our community.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.56% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We monitor outcomes for newcomer subgroups and can assess impacts on attendance, drop out, cohort graduation, and progress towards meeting grade level standards.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Nate Dunstan 746 Grand Ave, Room E, Oakland CA 94610 (510) 922 0061, Nathaniel.dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tom Felix		10/28/21
Chief Academic Officer	Nicole Knight		10/28/21

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		4-14-2022

COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of July 1, 2021, is a part of the Community Based Organization Master Contract (No. 900322) made and entered into by and between the County of Alameda ("County"), and Oakland Unified School District, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. 22193", the "Procurement Contract":

1. **Exhibit A** – Definition of Services;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification; and
5. **Exhibit E** – HIPAA Business Associate Agreement.

The Exhibits above replace and supersede any and all previous Exhibits entered by both parties for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Procurement Contract shall be from July 1, 2021 through June 30, 2022. The compensation payable to Contractor hereunder shall not exceed \$20,000 for the term of this Procurement Contract.

Dept. Contact Jasmine Gonzalez Phone (510) 667-3176 Email Jasmine.gonzalez@acgov.org

The signatures below signify that the attached Exhibits have been received, negotiated, agreed to, and finalized. The Contractor continues to be bound by all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

DocuSigned by:
By  Date 9/20/2021
Signature CB284AE84C50405...

Name Colleen Chawla

Title Director, Health Care Services Agency

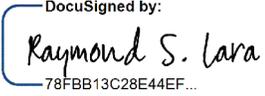
OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:
By  Date 9/20/2021
Signature 291567D95DF84AC...

Name Sondra Aguilera

Title Chief Academic Officer

APPROVED AS TO FORM

By 
78FBB13C28E44EF...
Signature

Approved as to form by OUSD Attorney Carrie M. Rasmussen on 3/2/2022.



Name Raymond Lara

Title Senior Deputy County Counsel

EXHIBIT A
DEFINITION OF SERVICES
Oakland Unified School District (OUSD)
For Caminos Program (formerly the Unaccompanied Immigrant Youth Program)

TIME PERIOD: July 1, 2021 through June 30, 2022
AMOUNT: \$20,000

I. Program Name

Caminos Program

II. Contracted Services

Contractor shall provide the Caminos Program services in Oakland for Oakland Unified School District students, caregivers and/or families.

III. Contract Term

The term of the contract is: July 1, 2021 – June 30, 2022

IV. Program Information and Requirements

A. Program Definitions

Unaccompanied Immigrant Youth (UIY), are minors who crossed the US Border without a parent or guardian, and who may or may not have been apprehended by Immigration and Customs Enforcement (ICE)/Office of Refugee Resettlement (ORR). Alameda County has the second highest percentage of UIY in California. UIY have made the dangerous journey across borders to flee extreme violence in their home countries. Children of Migrant Families (CMF) are children, born in another country, who have entered the United States with a parent or caregiver and fleeing poverty, violence, and related traumatic situations in their home country. As such, UIY & CMF make up a unique, vulnerable population with distinctive health and mental well-being challenges.

HCSA is providing services to UIY & CMF through its robust school-based, school-linked programs. As not all UIY & CMF are attending school, the UIY/CMF program services will include active outreach and partnership with organizations outside of the school system to reach UIY/CMF population, in addition to providing linkage to health services for UIY/CMF and their caregivers.

B. Program Goals, Results Framework, Outcomes, and Evaluation

1. The Center for Healthy Schools and Communities (CHSC) Goal

The overall goal of the CHSC is for all youth in Alameda County to graduate from high school healthy and ready for college and career.

2. Results Framework

(Aligned with CHSC Results Framework)

- a. Youth are physically, socially and emotionally healthy
- b. Youth succeed academically
 - i. Youth are prepared for and engaged in jobs leading towards a career
- c. Youth are supported by safe, nurturing environments
- d. Youth are supported by safe and supported families
- e. Systems are integrated and care is coordinated and equitable

3. Key Outcomes

- a. Remove barriers and create access to a continuum of culturally responsive integrated health and wellness services.
- b. Increase youth life skills, social-emotional wellbeing, school performance, and/or job readiness to reduce health disparities and maximize health outcomes.
- c. Increase parents/caregivers' life skills, social-emotional wellbeing, and/or school engagement to reduce health disparities and maximize health outcomes.

4. Performance Measures

CHSC uses a Results Based Accountability framework to produce measurable improvement for youth and families across the county. RBA performance measures address the following questions: 1) How much did we do? 2) How well did we do it? and 3) Is anyone better off?

C. Target Population

Contractor shall provide services to the following populations:

1. **Program Eligibility:** Briefly describe a) the target population(s) that your program is currently serving and b) what target population you intend on serving with Measure A funding, including any eligibility requirements.
 - a. UIY population as described above and Children of Migrant Families; children who have entered the country with a parent or caregiver since they are fleeing similar situations in their home countries.
 - b. Children who meet above criteria who have arrived within the last 3 years.
 - c. UIY and CMF children, youth and families who have undocumented immigration status.

2. **Limitations of Service:** Briefly describe whether or not there are any limitations to your service.
 - a. Services are limited to unaccompanied immigrant youth, children of migrant families and their care-givers. The priority region is Oakland for services under this contract.

D. Program Description and Requirements

1. **Consumer/Client Flow:** Briefly describe how youth or family member (consumer) enters your program.

Contractor will coordinate with school and community based organizations in Oakland Unified School District to support the identification of students and coordinate care. The Contractor will utilize the

existing referral system to track and monitor UIY/CMF progress and conduct outreach to identify and connect with UIY/CMF students already in school, but not yet identified.

2. Referral Process between Oakland Unified School District, and other school-based and school-linked health providers:

- a. The Contractor, OUSD, will create processes that will enable referrals and coordination around students, health partners and identified school sites. The Contractor will create and monitor a process for referrals in coordination with school/district staff, school and community partners, and students/families.
- b. Referrals to services come through outreach efforts to teachers, school counselors, and other relevant district staff, and through community-based organizations.
- c. Referrals to services also come through walk-in/self-referred clients through the providers based at school sites who meet the UIY and CMF eligibility below.

3. Hours of Operation: Briefly describe how many days and/or hours per week you serve consumers.

The services are provided during regular school hours (roughly 8:30am-3:30pm) Monday through Friday as well as occasional late afternoon / evening hours for various virtual and/or in-person events. Contractor and partner also serve clients in collaboration with its school health partners at health fairs and open houses by coordinating and implementing outreach efforts and informational workshops.

4. Service Delivery Sites: Contractor shall provide services at the following locations:

4610 Foothill Blvd, Oakland, CA 94601	Fremont High school
1800 98th Avenue, Oakland, CA 94603	Elmhurst United Middle School
1023 MacArthur Blvd., Oakland, CA 94610	Oakland High School

- 5. Minimum Staffing Qualifications:** Contractor shall have and maintain current job descriptions on file for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions 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.

V. Contract Deliverables and Requirements

- a. Contractor shall provide following services during 7/1/2021 through 6/30/2022. Due to the uncertainty of school facilities being open and social distancing requirements due to COVID-19, all individual and group activities may be provided virtually with approval from CHSC.

- b. Contractor shall provide services listed below regardless of the funding sources. This contract is funded with Measure A base allocation.
- c. Measure A, the Essential Health Care Services Initiative, was adopted by Alameda County voters in March 2004. The Measure authorized the County of Alameda to raise its sales tax by one-half cent in order to provide for additional financial support for emergency medical, hospital inpatient, outpatient, public health, mental health and substance abuse services to indigent, low-income, and uninsured adults, children, families, seniors and other residents of Alameda County.
- d. Any non-Measure A qualified services included in this contract will be funded by the contractor with other/leveraged funding.

A. Health Access

Goal: To increase access to health services that include medical and behavioral healthcare services for Unaccompanied Immigrant Youth (UIY) and Children of Migrant Families (CMF) conduct outreach and intake activities between July 1, 2021 through June 30, 2022.

Strategy/Activities	Outcomes & Reporting
1. Identify students that need behavioral health supportive services through attending COST meetings and coordination with supervising social workers.	Quarterly Report to include: <ul style="list-style-type: none"> ● # of UIY/CMF COST referrals ● # successful connected to services
2. Conduct consultations with Parents, school-site staff, organization partners and any other relevant organizations for the purposes of triaging UIY and into care.	Quarterly Report to include: <ul style="list-style-type: none"> ● # of sessions ● # of contacts
3. Conduct intakes on newly identified UIY youth and perform case management	Quarterly Report to include: <ul style="list-style-type: none"> ● # of intakes conducted ● # students enrolled in case management services ● # sessions completed per student ● Demographics of clients

B. Direct Services

Goal: To provide linkage and access to healthcare services for UIY and their caregivers provide direct services between July 1, 2021 through June 30, 2022.

Strategy/Activities	Outcomes & Reporting
1. Facilitate psychoeducation groups to address trauma and coping skills. Provide resources to supportive services or long-term individual services	Quarterly Report to include: <ul style="list-style-type: none"> ● Topic of group/Synopsis ● # unique participants ● # participants per group ● # of sessions
2. Hold a caseload of 8-12 students to provide psychotherapy (i.e., Individual clinical)	<ul style="list-style-type: none"> ● Quarterly Report to include: ● # students enrolled in individual psychotherapy (ie. Individual

	clinical) <ul style="list-style-type: none"> ● # sessions completed per student ● Demographics of clients
3. Refer students, family members and caregivers to school and community-based services such as academic support, school-health centers, housing, food and legal services. Follow up on progress and other needs.	Quarterly Report to include: <ul style="list-style-type: none"> ● Number of referrals to health providers (school health centers, etc.) ● Number of referrals to housing ● Number of referrals to food ● Number of referrals to legal services ● Number of referrals to academic supports
4. Clinical Supervisor will provide supervision to provide interns with access to resources and trainings to better connect with families.	Quarterly Report to include: <ul style="list-style-type: none"> ● Hours of supervision individual ● Hours of supervision in group ● Training Calendar (date/time/topic)

C. Administrative Services

Goal: To support the county-wide planning and coordination for the UIY/CMF program under the Alameda County Unaccompanied Immigrant Youth Program Initiative, which includes Children of Migrant Families.

Strategy/Activities	Timeline	Outcomes & Reporting
1. Attend CHSC meetings to support the development, design, sustainability and efficacy of the UIY Initiative and respond to any follow-up requests in a timely manner	<ul style="list-style-type: none"> ● Ongoing 	Attendance
2. Participate in required trainings related to evaluation which include CHSC Service Tracking Tool and others as needed	<ul style="list-style-type: none"> ● Ongoing 	Completion of required trainings
3. Participate in annual CHSC conference and other events as requested.	<ul style="list-style-type: none"> ● As requested 	Participation records
4. In collaboration with Caminos Program Coordinator, develop formal agreements (e.g., memorandum of understanding, professional services contracts, letters of agreements, data sharing agreements, etc.) between the schools/school district and community partners with regard to services, ensuring that these agreements have the same insurance requirements as this Master Contract.	<ul style="list-style-type: none"> ● Ongoing 	Documentation of formal agreements
5. Provide information regarding service delivery models, financing, and other data as requested by the Center for Healthy Schools and Communities	<ul style="list-style-type: none"> ● As requested 	Documentation

- a. Contractor shall not seek the same grants from corporations or foundations as the Center for Healthy School and Communities without the prior knowledge of the Center staff. In the event that the

Contractor, its sponsor or provider partners seek the same grants/funding, the Contractor will notify the Center staff in writing.

- b. Communication is vital in our collective work with schools. In matters related to services, Contractor and the Center for Healthy Schools and Communities, staff shall notify and inform each other about communication with school board, district and school site staff.

VI. Reporting and Evaluation Requirements

Between July 1, 2021 through June 30, 2022, Contractor will fully cooperate with the Center for Healthy Schools & Communities evaluators and **participate in the evaluation**. The evaluation includes performance measures that inform how the Contractor's programs and services improve the lives of their clients. The evaluation performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Contractor will cooperate with CHSC planning efforts for and adoption of a revised method of data collection, i.e. Salesforce database.

A. Reporting Requirements

1. **RBA Measures.** At a minimum, Contractor collects data and report on the following RBA measures:

Effort Performance Measures *"How Much Did You Do?"*

- Participation in health outreach efforts
- Youth participation in programming
- Services provided to individual or groups of youth
- Parent/Caregiver participation in programming
- Services provided to individual or groups of parents/caregivers
- Staff participation in trainings

Quality Performance Measures *"How Well Did You Do It?"*

- Referrals/enrollment in health insurance
- Consistent participation / completion of programs
- Satisfaction surveys

Impact Performance Measures *"Is Anyone Better Off?"*

- Youth and/or families feel they now have a place to go for health and wellness
- Increased youth life skills, social-emotional wellbeing, and/or school performance.
- Increased college or career readiness
- Increased parents/caregivers' life skills, social-emotional wellbeing, and/or school engagement

2. **Evaluation Tools.**

Contractor implements required evaluation tools which may vary depending on services provided, and participate in pre and post data sharing meetings as applicable. Contractor will cooperate with CHSC planning efforts for and adoption of a revised method of data collection, i.e. CHSC Tracking Tool and Salesforce database. Evaluation tools may include but are not limited to:

Required for all

- Client demographics
- “Effort measures” data report
- Health outreach and enrollment data form

- 3. Reporting.** Contractor completes and submits all required data tracking and reports. The format for data tracking and reports may change during the year, e.g. from CHSC Tracking Tool. Either way, reporting requirements include:
- a) Contractor shall enter data into the evaluation database and/or provide other evaluation data as requested quarterly. Some data may be required monthly as the database is developed.
 - b) Contractor shall provide the Center for Healthy Schools & Communities (CHSC) with electronic copies of the quarterly reports for the preceding three months utilizing the Quarterly Report template according to the following schedule:
 - October 15, 2021 (for period covering July 1, 2021 through September 30, 2021)
 - January 15, 2022 (for period covering October 1, 2021 through December 31, 2021)
 - April 15, 2022 (for period covering January 1, 2022 through March 31, 2022)
 - July 15, 2022 (for period covering April 1, 2022 through June 30, 2022)
 - c) Contractor reporting shall contribute to the annual Measure A report, which may require additional information per the Measure A Report Template (for period covering July 1, 2021 through June 30, 2022).

If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact the Center for Healthy Schools & Communities and evaluators with the reason for delay and the estimated date for report completion. It is within the discretion of CHSC to extend any due date. Lack of notification or failure to meet a deadline will result in fund reduction. Contractor shall include the quarterly report and data reports with each invoice in order to receive payment. Alameda County reserves the rights to request additional information from the contractor.

B. Quality Assurance & Monitoring Requirements

1. Alameda County representatives may perform site visits to directly observe operations at any contractor with 48-hour notification. In the performance of site visits, County representatives shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor’s work and will not interfere with patient care.
2. The scope of review may include, but is not limited to: availability and accessibility of care; utilization review; waiting time for services; and review of third-party billing and reimbursement.
3. All medical records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as required for public health related conditions and as provided under HIPAA exclusion.

4. All business records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as a part of the administrative monitoring and evaluation.
5. County representatives will maintain the confidentiality of any patient records or protected health information made available to them pursuant to this Exhibit A in accordance with all applicable state and federal statutes and regulations relating to confidentiality.

VII. Additional Requirements

A. Certification/Licensure/ Confidentiality/Communication

1. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.
2. Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to the Health Insurance Portability and Accountability Act when applicable.
3. Communication and coordination are key to successful fund development. In the event that the contractor, its sponsor or provider partners seek the same grants/funding as The Center for Healthy Schools & Communities (CHSC), the contractor will notify the CHSC staff in writing.
4. Communication is vital in our collective work with schools. In matters related to schools, Contractor and The Center for Healthy Schools & Community staff shall notify and inform each other about communication with school board, district and school site staff.
5. Contractor shall provide additional agreed upon services as other funding emerges.

VIII. Termination

Termination Provisions. Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this Procurement Contract, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement or this Procurement Contract, County shall thereupon have the right to terminate the Agreement or this Procurement Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement or this Procurement Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement or this Procurement Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement or this Procurement Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement or this Procurement Contract in a manner consistent with mutually agreed upon specific terms and conditions.

IX. Contact Information

	Health Care Services Agency	Oakland Unified School District
Signatory	Colleen Chawla	Sondra Aguilera
Title	Director	Chief Academic Officer
Email	Colleen.chawla@acgov.org	sondra.aguilera@ousd.org
Program Contact	Jasmine Gonzalez	Stephanie Noriega
Email	Jasmine.gonzalez@acgov.org	stephanie.noriega@ousd.org
Address	1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577	1000 Broadway, Oakland CA 94707
Phone	(510) 704-3656	(650) 906-5422

X. Entirety of Agreement

Contractor shall abide by all requirements contained in the Master Contract General Terms and Conditions, all Exhibits and all Attachments that are associated with, incorporated into, and included in this contract and made part of the same by this reference.

**EXHIBIT B
TERMS OF PAYMENT
The Oakland Unified School District
For
For the Caminos Program**

I. Budget (7/1/21 -6/30/22)

Refugee & Immigrant Transitions Budget

1. Personnel	Amount
Intern Stipends (2 interns)	\$10,000
Intern Reimbursement to Defray Setup Costs (2 interns)	\$1,000
Supervisor Stipends (2 supervisor)	\$6,000
Sub-Total Personnel	\$17,000
2. Operating Costs	
Other Administrative Costs	\$3,000
Sub-Total Operating Costs	\$3,000
Total Direct Costs	\$20,000
Indirect Costs (10%)	\$0
Total Program Budget	\$20,000

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$20,000**. Funds shall be used solely in support of the Unaccompanied Immigrant Youth program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement.
2. Contractor shall invoice County at the end of the contract period for actual expenses incurred, not exceeding **\$20,000**. After review, the Center for Healthy Schools & Communities staff must sign off on invoice for payment. Contractor shall submit final invoice no later than July 15, 2022.
3. County shall process invoice submitted for reimbursement by contractor within forty five (45) days of receipt of invoice, submission of acceptable quarterly report status and evaluation reports as defined in Exhibit A of this Agreement and any other back up documentation as requested.
4. Contractor shall claim no more than 14.9% of charges for administrative overhead costs.
5. Contractor shall submit a budget for FY21-22 that includes other funding sources that are leveraged to implement the program by June 2022.

III. Invoicing Procedures

Contractor shall invoice County quarterly, preferably via email. Invoice with remittance address, an original signature, invoice number, PO number, and service period must be accompanied by required quarterly report.

Invoice should be sent via email to: Jasmine Gonzalez: [Jasmine.Gonzalez@acgov.org]

Quarterly report should be submitted to:
Jasmine Gonzalez [Jasmine.Gonzalez@acgov.org]

If necessary, Invoice can be mailed to:
Attn: Jasmine Gonzalez/Connie Yale
Center for Healthy Schools & Communities
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

Northern California ReLIEF **CERTIFICATE OF COVERAGE** Issue Date **8/31/2021**

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607
Robyn Tryon
rtryon@keenan.com
510-988-6781 x8177

LICENSE # 0451271

COVERED PARTY:
Oakland Unified School District
1000 Broadway, Suite 440
Oakland CA 94607

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:

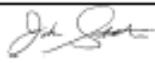
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED 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	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	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 01711-13	7/1/2021 7/1/2022	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDERS RISK	NCR 01711-13	7/1/2021 7/1/2022	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-13	7/1/2021 7/1/2022	\$ 100,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	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 Master Contract #600322, Procurement Contract #22193, between the County of Alameda and the Oakland Unified School District for the Caminos Program (formerly the Unaccompanied Immigrant Youth Program) through 8/30/2022.

CERTIFICATE HOLDER:
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro CA 94577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


John Stephens
AUTHORIZED REPRESENTATIVE

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-13	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 500
San Leandro CA 94577

As Respects:

As respects to Master Contract #900322, Procurement Contract #22193, between the County of Alameda and the Oakland Unified School District for the Caminos Program (formerly the Unaccompanied Immigrant Youth Program) through 6/30/2022.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are included as an Additional Covered Party. This coverage shall be Primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



Authorized Representative

Issue Date: 8/31/2021

CERTIFICATE NO.

ISSUE DATE

WC-4165

CERTIFICATE OF COVERAGE

08/31/2021

**PUBLIC RISK INNOVATION,
SOLUTIONS, AND MANAGEMENT**

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 8460
NEWPORT BEACH, CA 92668-8460
PHONE (949) 756-0271 / FAX (919) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandum of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of Insurers**

Member:
OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: REBECCA LITTLEJOHN
1000 BROADWAY SUITE 440
OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYER'S LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT FOR ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY AND CAMIONS PROGRAM.

Certificate Holder

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD SUITE 300
SAN LEANDRO, CA 94577

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

**EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Sondra Aguilera Signed by: TITLE: Chief Academic Officer

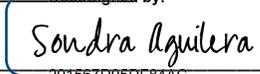
SIGNATURE:  DATE: 9/20/2021
291567D95DF84AC...

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: Oakland Unified School District

By (Signature): 
291567D95DF84AC...

Print Name: Sondra Aguilera

Title: Chief Academic Officer