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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date 10/28/15

Subject Memorandum of Understanding - Alameda County Health Care Services Agency (contractor)- 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Understanding (MOU) between Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA. Services to be primarily provided to 922/Community Schools & Student Services for the period of October 1, 2015 through September 20, 2020.

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

This Master Agreement with the County of Alameda will renew the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in OUSD for the new term. This agreement has been in place between Alameda County and Oakland Unified School District since October 2004.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Master Agreement between the Oakland Unified School District and the County of Alameda, San Leandro, CA, for the latter to provide a range of programs and services in OUSD schools, to include health and wellness services, school-based health centers, school-based behavioral health services. This Master Agreement further establishes County and District obligations around joint fund development, information sharing, space, and planning and coordination for the period of October 1, 2015 through September 20, 2020, at no cost to the District.

Recommendation Approval of a Master Agreement between Oakland Unified School District and the County of Alameda. Services to be primarily provided to 922/Community Schools and Student Services for the period October 1, 2015 through September 20, 2020.

Fiscal Impact Funding Resource: No Fiscal Impact

Attachments

- Master Agreement
- Certificate of Insurance

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

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

RECITALS

Whereas the mission of Oakland Unified School District (the DISTRICT) is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day.

Whereas the DISTRICT, through the Community Schools and Student Services Department, leverages community partnerships and resources so that Oakland schools become hubs of support and opportunity for the students, families, and community members; and

Whereas the DISTRICT, through the Office of Post-Secondary Readiness, provides linked learning opportunities to ensure our students are prepared for college, career, and community success; and

Whereas the DISTRICT, through the Programs for Exceptional Children Department, ensures a high-quality and equitable education for students who have learning disabilities or exceptional mental or physical needs; and

Whereas the DISTRICT, through the Nutrition Services Department, ensures high quality, healthy school meals and support programs to increase access to healthy foods; and

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

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), Center for Healthy Schools and Communities and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health, health related work based learning and internships and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and

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

Whereas the DISTRICT and COUNTY recognize that full service community schools are an effective strategy for coordinating school partnerships, programs, and resources to achieve equitable outcomes for students, families, and communities: and

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

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they create a multi-tiered system of support with a focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. In response to high levels of family and community violence, school based health and wellness services are trauma informed. School based health and wellness services also promote long-term health and wellness by helping young people avoid unhealthy behaviors that lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

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

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

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

NOW THEREFORE THE PARTIES AGREE:

1. Agreement

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in

the Oakland Unified School District. This Agreement may be amended by a writing signed by both parties.

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

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

2. Term of Agreement.

The term of this agreement shall be from October 1, 2015 to September 30, 2020 unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

3. Services:

Full Service Community Schools: A Full Service Community School serves the whole child, invites the community in, and extends the boundaries into the community in order to accelerate academic achievement and student, family, and community success.

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

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

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

Health Work Based Learning Experiences (such as Internships) are an educational approach that links learning in the workplace to learning in the classroom to engage students more fully and increase access to future educational & career opportunities. Health Work Based Learning Experiences are offered through ACHCSA, including Alameda County Health Career Pipeline Program (ACHPP), staff to promote college and career readiness.

4. COUNTY Obligations.

The COUNTY will provide HWS, through its staff, contract providers and other resources, to DISTRICT students and schools at DISTRICT school sites. COUNTY shall partner with DISTRICT to identify school sites where HWS will be located and on planning and coordination of comprehensive HWS and when appropriate provide consultation to District on delivery of HWS systems. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY.

5. DISTRICT Obligations

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) to support school sites to identify a liaison for COUNTY and COUNTY staff and contractors providing HWS at each school site in addition to assigning a DISTRICT liaison for key HWS program areas; (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and use of available office equipment for COUNTY and COUNTY staff and contractors at relevant school-based sites; (7) reliable internet access; and (8) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain fire clearance from the City of Oakland and ensure compliance with state and city fire codes, in order to ensure licensure through the California Department of Public Health and federal agencies of HWS facilities and services. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

6. HWS - COUNTY Scope of Work

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

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

- (1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.

- (2) Participate with DISTRICT health and wellness, school based behavioral health, and community partnerships leads towards the development of full service community schools and an integrated continuum of HWS that is compatible with the needs and resources of DISTRICT and COUNTY.
- (3) Recognize and respect the authority and autonomy of OUSD health and wellness staff in their delivery of HWS.
- (4) Work with DISTRICT to establish HWS for DISTRICT students.
- (5) Collaborate with the DISTRICT in the development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.
- (6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.
- (7) Collaborate with DISTRICT to establish standards and expectations for the type, quantity, and modality of school based behavioral health services and supports, and assist DISTRICT in monitoring these targets are met annually.
- (8) Collaborate with DISTRICT in the development of data analysis and epidemiological protocols which the DISTRICT's Health Services school nursing unit shall use in connection with potential communicable disease clusters, chronic disease and relevant risk factors.
- (9) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
- (10) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).
- (11) Consult with DISTRICT to develop and implement an annual quality review and performance improvement plan process to hold ACHSCA contractors accountable around deliverables included in COUNTY contract.
- (12) Coordinate with designated DISTRICT and PROBATION representatives to assist youth and families who have been identified as in need of health and wellness services and referred by PROBATION to access those services.

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

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

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

Referrals to outside providers as appropriate

- C. SBBH:** The following is a list of services related to a multi-tiered system of behavioral health support and services that the County, or entities it contracts with, may provide.

- (1) Individual, group, family, milieu counseling
- (2) Intake/assessment
- (3) Crisis intervention
- (4) Case management
- (5) Social emotional coaching for District staff
- (6) Substance abuse counseling and treatment
- (7) Linkages to psychiatry
- (8) Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher
- (9) Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management
- (10) Positive school climate intervention
- (11) System transformation support as defined as coordinating/collaborating with all SBBH providers at the site to deliver all 3 Tiers of SBBH services, ensuring school staff & parents are informed about and utilize supports provided in the school, participating/supporting in Coordination of Services Team at school sites.

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

- (1) Individual counseling
- (2) Group counseling and support groups
- (3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.

- (4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.
- (5) Peer education as approved by DISTRICT. All peer education will be coordinated through the DISTRICT liaison and Site Administrator or their designated liaison.
- (6) Coordinate with DISTRICT to enhance nutrition programs, programs and services for students, staff, and families, such as trainings, demonstrations, and direct education. These activities should be approved and coordinated through the DISTRICT and site administrator or their designated liaison.

E. Dental Services: Through the OUSD Oral Health Collaborative, convened by the ACPHD's Office of Dental Health, the following is a list of services and programs that the County, or entities it contracts with, may provide related to dental health.

- (1) Dental screening, cleaning, fluoride and sealant provisions, restorative care/treatment
- (2) Dental education and instruction
- (3) Referrals for treatment and follow-up care that cannot be provided onsite

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

- (1) Violence prevention activities, which may include, conflict mediation and resolution, case management, training, and crisis de-escalation
- (2) Safe Routes to Schools
- (3) Bicycle and helmet education and demonstration through safety assemblies and technical assistance.
- (4) Programs to prevent interpersonal violence including Bully Prevention, Teen Dating Violence Prevention, Commercial and Sexual Exploitation of Minors prevention/education, and LGBTQ support services.
- (5) Recruitment, training, maintenance, and stipends of school safety patrols.

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

- (1) Youth Leadership
- (2) Work based Learning Experiences
- (3) Internships/externships with COUNTY agencies, businesses and organizations in the community
- (4) Arts, media and expression programming
- (5) Youth Leadership
- (6) Peer Health Education

- H. Connecting Kids to Health Coverage and other Social Services Programs:** The following is a list of services and programs that the COUNTY, or entities it contracts with, may provide or arrange for related to the area of enrollment in health coverage and social services programs.

- (1) Provide staff from HCSA and SSA to conduct health coverage and CalFresh enrollment through OUSD Central Family Resource Center and site-based enrollment events.
- (2) Conduct outreach to families to inform them of programs that they may be eligible for participation.

7. HWS - DISTRICT Scope of Work

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

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

- (1) DISTRICT will provide permanent on-site workspace for providers of SBHCs, Clinical Case Managers, and Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by COUNTY and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in COUNTY's determination, to deliver agreed upon services, COUNTY may not provide HWS at that site.

- (2) District liaison(s) will help negotiate space for other COUNTY services and contractors as appropriate and available. COUNTY and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.
- (3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.
- (4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/AERIES, either directly or through maintenance agreements with outside vendors.

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

- (1) Participate with COUNTY staff in the development of an integrated continuum of HWS that is compatible with the needs and resources of DISTRICT and COUNTY.
- (2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS.
- (3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and COUNTY and its contractors by creating a seamless referral and follow-up system.
- (4) If requested, participate in panel interviews for the hiring of COUNTY staff and staff of agencies that the COUNTY contracts with related to HWS.
- (5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.
- (6) DISTRICT school site will be responsible for designating a staff person, such as Principal, Assistant Principal, or Community School Manager, to serve as liaison to coordinate with providers of HWS and support coordination of services.
- (7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

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

- (1) Maintain the SBHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.
- (2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel at no cost to COUNTY or its contractors unless specifically agreed to in writing.
- (3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SBHC will work collaboratively with the SBHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

D. Coordination with PROBATION

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

E. Coordination with SOCIAL SERVICES

- (1) National School Lunch and Breakfast Programs:
 - (a) DISTRICT shall provide an input file containing the students' name, date of birth, sex, social security number (if any) to SOCIAL SERVICES Information Services Division (ISD) to match against case records of SOCIAL SERVICES to determine which students are from household receiving CalWORKs, Food Stamps, Foster Care, or Medi-Cal below 133% of the Federal poverty level.
 - (b) DISTRICT shall maintain matched input file as a confidential document with the standard security measures, which would be assigned to such a document. The requirement for confidentiality of records set forth in the California Welfare and Institutions Code Section 10850 shall be maintained at all times, the referenced statute specifically allowing an eligibility verification process such as this.

- (c) DISTRICT shall not release data to anyone other than designated staff without specific written permission of the Director of SOCIAL SERVICES.
 - (d) DISTRICT shall destroy the input file with the data match from SOCIAL SERVICES at the end of the school year.
- (2) Connecting Kids To Coverage Program:
- (a) DISTRICT shall share "directory" data as allowed under existing California Education Code Section 49061 (34 C.F.R. 99.3) to expedite the enrollment and re-enrollment of eligible students into public benefit programs, including CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
 - (b) DISTRICT Technology Services Department will send OUSD student directory information to SOCIAL SERVICES ISD via secure ftp website on a monthly basis. The information shared will be limited to the directory information and will not include confidential student information. See Appendix A for a list of the school directory variable to be included in the send file.
 - (c) DISTRICT staff shall be allowed to use the SOCIAL SERVICES eligibility data to aid in the application and/or renewal processes for CalFresh, Medi-Cal, and Covered California sponsored insurance programs.
 - (d) During the enrollment process, DISTRICT will attempt to gain written consent of parents/guardians to share enrollment data with SOCIAL SERVICES. Where DISTRICT has obtained individual parent/guardian consent, DISTRICT will share data on who was assisted with enrollment. This data will be limited to information collected in the enrollment process and will include names, dates of birth, dates of service, and SOCIAL SERVICES program names.
 - (e) DISTRICT shall maintain confidentiality of SOCIAL SERVICES data and advise all employees and agents who are given access to the confidential information of the mandate and penalties pursuant to California Welfare and Institutions Code Section 10850.

8. HWS - PROBATION Scope of Services

- A. PROBATION will collaborate with the DISTRICT and/or ACHCSA to identify and refer youth who are under the supervision of PROBATION, and are enrolled in DISTRICT, to school based health and wellness services.
- B. PROBATION will coordinate with DISTRICT and ACHCSA representatives to help the referred youth and families to access appropriate community services.

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

9. HWS – SOCIAL SERVICES Scope of Services

- A. National School Lunch and Breakfast Programs.
SOCIAL SERVICES will collaborate with the DISTRICT to exchange data to match records from the DISTRICT to those of SOCIAL SERVICES for Direct Certification of students to receive free or reduced-price meals to carry out the provisions of the U.S. Federal Child Nutrition and WIC Reauthorization Act of 1989, Section 202(b)(1).
 - (1) SOCIAL SERVICES ISD shall match the input file from DISTRICT against SOCIAL SERVICES case records of active CalWORKs, Food Stamps, Foster Care, and Medi-Cal below 133% of the Federal poverty level to determine which students are in households participating in such programs. SOCIAL SERVICES shall enter coding on the input file to indicate eligibility for a free school breakfast/lunch.
 - (2) SOCIAL SERVICES Director's designee will sign a transmittal memo to certify that the students are members of households currently certified to receive CalWORKs, Food Stamps, Medi-Cal below 133% of federal poverty level, or are in foster care.
 - (3) At the end of the data run, SOCIAL SERVICES shall ensure that the original or input file will be returned to DISTRICT in a manner that ensures confidentiality.
- B. Connecting Kids To Coverage Program.
SOCIAL SERVICES will collaborate with the DISTRICT to exchange data to maximize student enrollment in SOCIAL SERVICES programs that promote education, health and well-being, including Medi-Cal, CalFresh, and Covered California sponsored insurance programs.
 - (1) SOCIAL SERVICES ISD will match student directory information from DISTRICT with SOCIAL SERVICES case records from CalWORKs, Cal-Learn, Foster Care, Medi-Cal; and CalFresh. SOCIAL SERVICES will then send a return file with this information to DISTRICT. See Appendix A for a list of the SOCIAL SERVICES variables to be included in the return file.
 - (2) SOCIAL SERVICES will only release data to designated DISTRICT staff.

10. Coordination Mechanisms

- A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the development of full service community schools and the provision of HWS
- B. COUNTY herein establishes The Center for Healthy Schools and Communities on behalf of the COUNTY and Community Schools and Student Services on behalf of the DISTRICT as the co-leads for the development of full service community schools and implementation of HWS.
 - (1) As such, the Center for Healthy Schools and Communities and Community Schools and Student Services will co-convene regular meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties. Meeting structures and dates will be determined annually.
 - (2) This coordination body agrees to collaborate on the following initiatives:
 - (a) School-based health services
 - (b) School-based behavioral health services, including Trauma Informed Care
 - (c) School-based health centers
 - (d) Full Service Community Schools
 - (e) Family Supports
 - (f) Coordination of Services Teams (COST)
 - (g) Health Insurance Enrollment/Connecting Kids to Coverage
 - (h) Health Career Pathways and Internships
 - (i) Transitional Support services for Foster, Refugee, Homeless students and families, and Unaccompanied Children.
 - (j) Restorative Justice
 - (k) At-risk Youth: Juvenile Justice/Foster Care/Homeless
 - (l) Transitions for students at the Juvenile Justice Center
 - (m) 0-8 Convergence
 - (n) Educationally Related Mental Health Services (ERMHS)
 - (o) Nutrition education services and safe routes to school
 - (3) COUNTY AND DISTRICT will convene meetings each quarter to do the following:
 - (a) Review program and needs assessment data
 - (b) Determine program priorities
 - (c) Identify and develop shared frameworks to guide work and create tools to support implementation
 - (d) Plan for sustainability of programs and initiatives
 - (e) Develop annual professional development and technical assistance plans

11. Termination

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

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

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

12. Financial Provisions.

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

promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.

G. Capital Improvement

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

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

The DISTRICT shall contribute on-site improvements for SBHC facilities up to the amount of \$2,500,000, for the SBHC construction budget for Oakland Technical High School, inclusive of all labor, materials, supplies, design services, taxes, insurance and any other costs, excluding furniture and equipment.

13. Confidentiality and Information Exchange

A. Confidentiality

- (1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.
- (2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").
- (3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Privacy and Security Rules.

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

B. Information Sharing

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

provide SBHC personnel with access to the DISTRICT School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.

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

C. Ownership and Retention of Records

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

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

D. Training and orientation

COUNTY and DISTRICT shall collaborate to create and implement an annual professional development plan for SBHC Directors and Providers, School Based Behavioral Health Providers, Community School Managers, and COST Coordinators, including orientation to COUNTY and DISTRICT policies and procedures.

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA.

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

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

14. Indemnification

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

DISTRICT, or arising out of the location of HWS on DISTRICT property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.

- B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.
- C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.
- D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

15. Insurance

- A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:
 - (1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - (2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability

limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

- (3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
 - (4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
 - (5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.
- B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.
- C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- (1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - (2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000 per person, per occurrence and Property Damage liability limits or not less than \$500,000 per occurrence.

- (3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
 - (4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.
 - (5) MEDICAL MALPRACTICE insurance as appropriate which shall include coverage for all health care services provided under this Agreement, with limits for liability, damage and injury of not less than \$1,000,000 per occurrence.
- D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.
- E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

16. Provider Provisions.

- A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.
- B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.

- C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.
- D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

17. Dispute Resolution.

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

18. General Terms and Conditions

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

No party's staff, or individuals hired or contracted with by a party, shall have any claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability,

Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

B. CONFORMITY WITH LAW AND SAFETY:

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

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

- (1) By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- (2) By signing this agreement, each party certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA
Center for Healthy Schools & Communities
Health Care Services Administration
1000 San Leandro Blvd, 3rd Floor
San Leandro, Ca 94577

Attn: Tracey Schear Director of Children & Youth
Initiatives

To DISTRICT: Oakland Unified School District

Curtiss Sarikey
Deputy Chief Community Schools and Student Services
1000 Broadway Avenue
Oakland, CA 94607
510-273-1500(o)
510-879-2821(f)
Email: curtiss.sarikey@ousd.org

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

- J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 13), and Ownership of Documents (Paragraph 12.C) shall survive termination or expiration.
- K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

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

President
Alameda County Board of Supervisors



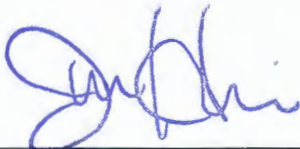
Date: _____

Antwan Wilson, Superintendent
Oakland Unified School District



Date: 10/29/15

President, Board of Education
Oakland Unified School District



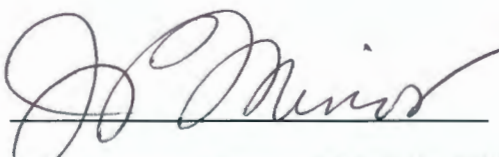
Date: 10/29/15

Secretary, Board of Education
Oakland Unified School District



Date: 10/29/15

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



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

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

APPROVED AS TO FORM
DONNA R. ZIEGLER, County Counsel

By: _____
Raymond S. Lara
Senior Deputy County Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/15

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1301 Dove St., Suite 200
Newport Beach, CA 92660
949-756-0271 • Fax 949-756-2713 • License No. 0C36861

CONTACT

NAME:

PHONE:

PHONE:

E-MAIL ADDRESS:

PRODUCER:

CUSTOMER ID #

INSURED:

Oakland Unified School District
1000 Broadway Street
Oakland, CA 94607

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: New York Marine and General Insurance

16608

INSURER B: State National Insurance Company

12831

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	
	AUTOMOBILE LIABILITY EXCESS OF SIR						PRODUCTS-COMP/OP AGG.	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea Accident)	
	<input type="checkbox"/> ALL OWNED AUTOS						LIMIT	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per Accident)	
	UMBRELLA LIAB	<input type="checkbox"/>					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	
	DEDUCTIBLE							
	RETENTION							
A	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N		WC2014EPP00296	07/01/15	07/01/16	X WC STATU-TORY LIMITS	OTH-ER
B	ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?	<input type="checkbox"/> N	N/A	NDE-0848943-15	07/01/15	07/01/16	E.L. EACH ACCIDENT	\$1,000,000
	(MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Accord 101, Additional Remarks Schedules, if more space is required)

EVIDENCE OF COVERAGE ONLY. RE: Fiscal Year, July 1, 2015 – June 30, 2016

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

ATTN: Alex Briscoe
Alameda County Health Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro CA 94577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

Issue Date

6/29/2015

ADMINISTRATOR:

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

LICENSE # 0451271

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:

Oakland Unified School District
1000 Broadway, Suite 300
Oakland CA 94607

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"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
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 0171-107	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date.

Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:

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

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

John Stephens

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-07	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.
San Leandro CA 94577

As Respects:

As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date. Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

Oakland Unified School District hereby names The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are included as an Additional Covered Party but only as respects to liability arising out of acts and omissions of Oakland Unified School District's officers, agents and employees.



Authorized Representative

Issue Date: 6/29/2015

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.