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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** April 14, 2021

**Subject** Amendment, Community-Based Organization Master Contract – Alameda County Health Care Services Agency – STOP School Violence Grant – Behavioral Health Unit – Community Schools and Student Services Department

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**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 \$120,000.00 to support and deliver violence prevention programs in OUSD schools for the period October 1, 2019 through September 30, 2022.

**Background** Since October, 2004, the District and Alameda County Health Care Services Agency have maintained a Master Agreement in support of school-based health and wellness services, school-based health centers, and school-based behavioral health services.

Against this backdrop of the Community-Based Master Contract, the District and Alameda County Health Care Services Agency enter into a series of Procurement Contracts to fund specific projects, which Contracts are effectuated by adding cover sheet and exhibits to this CBO Master Contract. This CBO Master Contract Amendment Coversheet will fund the Stop School Violence program for the period October 1, 2019 through September 30, 2022.

The Stop Violence Grant comes from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funding under the Student, Teachers, and Officers Preventing (STOP) School Violence Act Program. This program furthers the Department’s mission by supporting and assisting state, local, and tribal jurisdictions in improving efforts to reduce violent crime through the creation of school safety training and mental health programs for school personnel and students as they relate to violence in schools. OUSD is a subrecipient of the Stop Violence grant issued to Alameda County on behalf of Oakland Schools. There has been a delay in this amendment while awaiting a final update to the Master Contract which was sunseting at the time this grant was

received. Those updates are still in process but to ensure timely dispersal of this critical funding, both entities (the District and Alameda County) wish to process this STOP School Violence grant amendment without further delay.

**Discussion** Approval of this CBO Master Contract Amendment Coversheet and Exhibits A-F will enable the District to fund critical work around violence prevention.

**Fiscal Impact** Grants for OUSD schools in an amount not to exceed \$120,000.00.

**Attachment(s)**

- Grant Management Face Sheet
- Community-Based Organization Master Contract Amendment Coversheet
- Exhibit A - Program Description and Performance Requirements
- Exhibit B - Terms of Payment
- Exhibit C - Insurance Requirement
- Exhibit D - Debarment and Suspension Certification
- Exhibit E - HIPAA Business Associate Agreement
- Exhibit F - Audit Requirements
- 15-2144 Master Agreement – County of Alameda – Health and Wellness Unit – Community Schools and Student Services Department

## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> <b>STOP School Violence Grant</b>	<b>Funding Cycle Dates:</b> <b>10/1/2019-9/30/2022</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address)	<b>Grant Amount for Full Funding Cycle:</b> <b>\$120,000</b>
<b>Funding Agency:</b> <b>Alameda County Health Care Services Agency</b> <b>Center for Healthy Schools and Communities</b> <b>1000 san Leandro Blvd., Ste. 300</b> <b>San Leandro CA, 94578</b> <a href="mailto:Colleen.Chawla@acgov.org">Colleen.Chawla@acgov.org</a> <b>510/667-3176</b>	<b>Grant Focus:</b> OUSD shall provide the following services to support and deliver violence prevention programs in schools. Services include providing violence prevention training to students, adult staff and law enforcement, enhancing OUSD's crisis response system, promoting healthy social-emotional growth of students, identifying indicators potentially precipitating school violence incidents, preventing school violence, building capacity to prevention, and responding to school violence incidents in OUSD. Contractor shall deliver services through a core team of providers who work together to deliver all of the program components. Note: this contract is an amendment to the overarching Alameda County/OUSD Master Contract and has been delayed pending approval of that Master Contract which is being updated by OUSD and Alameda County.
<b>List all School(s) or Department(s) to be Served:</b> <b>Grades 6-12 only.</b>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	All of the STOP grant activities are aligned with the Multi-Tiered System of Supports (MTSS) which is an integrated framework that aligns academic, health, and social-emotional supports based on the level of need. Tier 1 is prevention; Tier 2 is early intervention and Tier 3 is crisis/intensive intervention. The STOP Grant activities are designed to augment the MTSS system of supports in OUSD.
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 5.59% 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.)	Contractor shall use funds from this contract to provide training to adults, training and services to youth, and engage in capacity building activities for systems enhancements. The funds from this contract shall not supplant existing levels of service but increase services to reflect a partnership designed to expand violence prevention efforts within OUSD. As a result of this systems and capacity building students will be more engaged in academic instruction.
Does the grant require any resources from the school(s) or district? If so, describe.	1) Training for adults on trauma awareness and preventing school violence, incorporating CHSC's Resilient Systems Model;  2) Violence prevention education to students with high rates of mental health or disciplinary issues related to violence; and

	3) Enhancing the existing mental health crisis response systems in OUSD.
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 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	N/A
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.)	Optional.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Barbara McClung, Director Behavioral Health Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 510.879.3636 <a href="mailto:barbara.mcclung@ousd.org">barbara.mcclung@ousd.org</a>

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante	DocuSigned by: <i>Andrea Bustamante</i>	3/12/2021
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	806E02B0F1FE4AB... DocuSigned by: <i>Sondra Aguilera</i>	3/13/2021

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

**COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of October 1, 2019, is a part of the Community Based Organization Master Contract 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. 19339", the "Procurement Contract":

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms of Payment;
3. **Exhibit C** – Insurance Requirements;
4. **Exhibit D** – Debarment and Suspension Certification;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Audit Requirements.

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 October 1, 2019 through September 30, 2022. The compensation payable to Contractor for STOP School Violence program services hereunder shall not exceed \$120,000 for the term of this Procurement Contract.

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 agree hereto 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.

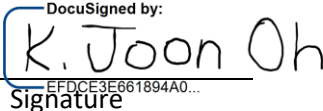
**COUNTY OF ALAMEDA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name Colleen Chawla

Title Director, Health Care Services Agency


**APPROVED AS TO FORM**

By  Signature

Name K. Joon Oh

Title Deputy County Counsel

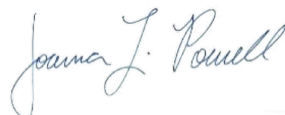
**OAKLAND UNIFIED SCHOOL DISTRICT**

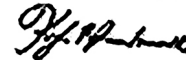
By  Date 4/15/2021  
Signature

Name Shanthi Gonzales

Title President, BOE

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 3/12/2021.





Kyla Johnson-Trammel, Superintendent & Secretary, BOE

**EXHIBIT A  
DEFINITION OF SERVICES**

**Contractor:** Oakland Unified School District  
**Standard Agreement Amount:** \$120,000  
**Standard Agreement Period:** October 1, 2019-September 30, 2022

**I. Description of Services:**

Contractor shall provide training services to staff and students of Oakland Unified School District (OUSD) and the law enforcement team serving OUSD under the STOP School Violence program of Alameda County Health Care Services Agency, Center for Healthy Schools and Communities (CHSC), in the period from October 1, 2019 to September 30, 2022.

Contractor, through OUSD's Behavioral Health Division (BHD), shall provide the services specified in Section III below to support and deliver violence prevention programs in schools. Services include providing violence prevention training to students, adult staff and law enforcement, enhancing OUSD's crisis response system, promoting healthy social-emotional growth of students, identifying indicators potentially precipitating school violence incidents, preventing school violence, building capacity to prevention, and responding to school violence incidents in OUSD. Contractor shall deliver services through a core team of providers who work together to deliver all of the program components.

Sponsored by the STOP Grant, Contractor shall partner with CHSC to co-design and deliver:

- 1) Training for adults on trauma awareness and preventing school violence, incorporating CHSC's Resilient Systems Model;
- 2) Violence prevention education to students with high rates of mental health or disciplinary issues related to violence; and
- 3) Enhancing the existing mental health crisis response systems in OUSD.

Contractor shall use funds from this contract to provide training to adults, training and services to youth, and engage in capacity building activities for systems enhancements. The funds from this contract shall not supplant existing levels of service but increase services to reflect a partnership designed to expand violence prevention efforts within OUSD. The project is expected to be completed September 30, 2022.

**2. Background**

HCSA recently received a grant from Department of Justice to support the joint effort of HCSA and OUSD to prevent and reduce school violence. This STOP School Violence Prevention and Mental Health Training Program Grant (STOP Grant) required OUSD as subcontractor, to implement the following:

- 1) Creation and delivery of a multi-disciplinary training program for school personnel to develop awareness of precipitating factors to school violence;
- 2) Creation and delivery of education sessions for students, with the intent to prevent violence against others, and
- 3) Creation and delivery of evidence-based, comprehensive, multi-disciplinary training for school personnel enabling them to respond to mental health crises that may precipitate violent attacks on school grounds.

All of the STOP grant activities are aligned with the Multi-Tiered System of Supports (MTSS) which is an integrated framework that aligns academic, health, and social-emotional supports based on the level of need. Tier 1 is prevention; Tier 2 is early intervention and Tier 3 is crisis/intensive intervention. The STOP Grant activities are designed to augment the MTSS system of supports in OUSD.

## II. Program Name

OUSD STOP School Violence Program

## III. SCOPE OF SERVICES / DELIVERABLES

Contractor shall perform the following activities and services. If needed, the County may amend the contract to align with grant deliverables.

<b>Deliverable 1. School Personnel Training (Tier 1 and Tier 3)</b>	
<b>Tasks</b>	<b>Measurable Outcomes</b>
<p>A. Deliver 10 trainings annually (10/1/19 to 9/30/20; 10/1/20 to 9/30/21; 10/1/21 to 9/30/22)</p> <p>B. Work with CHSC to adapt CHSC's Resilient Systems Model for training focusing on:</p> <ol style="list-style-type: none"> <li>1) Trauma awareness 101;</li> <li>2) Engaged classroom practices; and</li> <li>3) Staff wellness/vicarious trauma</li> </ol> <p>C. Co-develop a specialized training for OUSD law enforcement partners</p> <p>D. Lead or co-lead trainings with CHSC's staff (CHSC Clinical Case Managers (CCMs) or District Health and Wellness Consultants (DHWCs))</p> <p>E. Track statistics of training participants</p> <p>F. Administer CHSC's workshop/training surveys</p>	<ol style="list-style-type: none"> <li>1. Submit annual training schedule by 9/30/20 for the period from 10/1/20 to 9/30/2021</li> <li>2. Submit annual training schedules by 9/30/21 for the period from 10/1/21 to 9/30/2022</li> <li>3. Annual Reports to include: <ol style="list-style-type: none"> <li>a. Number of attendants for each training</li> <li>b. Subject of each training with date</li> <li>c. Training participants demographic statistics</li> <li>d. Training surveys summary</li> <li>e. Provide training sign-in sheets and surveys.</li> </ol> </li> </ol>
<b>Deliverable 2. Student Supports (Tier 2)</b>	
<b>Tasks</b>	<b>Measurable Outcomes</b>
<p>A. Work with CHSC to develop or source a curriculum for violence prevention education for students. Provide prevention education curriculum by October 1, 2020</p> <p>B. By October 2020, begin violence prevention education group sessions. Utilize OUSD Coordination of Services Teams to triage and assign students referred for mental</p>	<ul style="list-style-type: none"> <li>● Provide the curriculum to CHSC by October 1, 2020</li> <li>● Submit surveys by May 28 annually</li> <li>● Annual Reports to include:</li> </ul>

<p>health or disciplinary issues related to violence to specialized education groups focusing on violence prevention.</p> <p>Priority population is African American girls</p> <p>C. Co-deliver with CHSC staff the violence prevention education curriculum to a student cohort minimally one (1) time annually</p> <ul style="list-style-type: none"> <li>● Year 1: focus on 2 middle schools</li> <li>● Year 2: focus on all middle schools</li> <li>● Year 3: focus on middle schools and high schools</li> </ul> <p>D. Administer CHSC's Youth Outcomes Survey to all student participants at the end of each violence prevention group</p>	<p>a. number of students participated in the groups sessions</p> <p>b. number of participants, date and name of schools hosting the annual violence prevention education</p> <p>c. Survey summaries</p>
<b>Deliverable 3. Mental Health Crisis Response Systems (Tier 3)</b>	
<b>Tasks</b>	<b>Measurable Outcomes</b>
<p>A. Starting October 2020, work with CHSC Clinical Director, OUSD BHU Director and Oakland School Police Lieutenant to review the OUSD Crisis Protocols with a focus on strengthening the After-Action Review (AAR) protocols</p> <p>B. Design new AAR protocols by January 1, 2021</p> <p>C. Finalize the new AAR protocols by March 1, 2020</p> <p>D. Train relevant OUSD and OSPD staff on new Crisis Protocols by 4/1/2021</p> <p>E. Begin implementation of new Crisis Protocols starting April 2021</p> <p>F. Evaluate AAR protocols with CHSC team and identify successes and challenges by 9/30/21 and 9/30/22</p> <p>G. Modify AAR protocols when necessary</p>	<p>1. Provide Work Plan by 10/1/2020 for the period from 10/1/20 to 9/30/21</p> <p>2. Provide Work Plan by 10/1/2021 for the period from 10/1/21 to 9/30/22</p> <p>3. Provide new AAR protocols by 6/1/21</p> <p>4. Annual Reports to include:</p> <ul style="list-style-type: none"> <li>a. Attach final AAR implemented by schools</li> <li>b. Highlight the enhancement of the new AAR</li> <li>c. Include feedback and survey results</li> <li>d. Provide real life examples on how the new AAR is used</li> </ul>



#### IV. Reporting Schedule

Contractor shall provide the Center for Healthy Schools & Communities (CHSC) with electronic copies of the annual reports for the preceding twelve months according to the following schedule. Detailed requirements for the annual reports are listed in the column of Measurable Outcome in Session III, Scope of Work/Deliverables.

- ☐ October 15, 2020 (for the period covering 10/1/2019 through 9/30/2020)
- ☐ October 15, 2021 (for the period covering 10/1/2020 through 9/30/2021)
- ☐ October 15, 2022 (for the period covering 10/1/2021 through 9/30/2022)

#### V. Contact Information

	Health Care Services Agency	Contractor
Signatory	Colleen Chawla	Kyla Johnson-Trammel
Title	Director	Superintendent
Email	<a href="mailto:Colleen.chawla@acgov.org">Colleen.chawla@acgov.org</a>	<a href="mailto:superintendent@ousd.org">superintendent@ousd.org</a>
Program Contact	Tuere Anderson	
Email	<a href="mailto:Tuere.Anderson@acgov.org">Tuere.Anderson@acgov.org</a>	
Address	1000 san Leandro Blvd., Ste. 300 San Leandro CA, 94578	1000 Broadway, Suite 300 Oakland, CA 94607
Phone	510/667-3176	510/879-8200

**EXHIBIT B**  
**TERMS AND CONDITIONS OF PAYMENT**  
Oakland Unified School District

**I. Budget: 10/1/20-9/30/2022**

Personnel	Maximum Amount		
	10/1/19- 9/30/20	10/1/20- 9/30/21	10/1/21- 9/30/22
a. Trainer #1, Salary + Benefits	20,000	20,000	20,000
b. Trainer #2, Salary + Benefits	20,000	20,000	20,000
Subtotal	40,000	40,000	40,000
<b>Not To Exceed TOTAL</b>	\$120,000		

**II. Terms and Conditions of Payment:**

- A. The total payment under the terms of this Agreement shall not exceed \$120,000. Funds shall be used by Contractor solely in the support of the County's STOP School Violence Grant program (STOP Grant) and may not be used to supplant other funds.
- B. Contractor shall invoice the County semi-annually over the grant year (10/1-9/30) for actual expenses, not to exceed \$20,000 per invoice. The last invoice shall reflect actual expenses incurred, not to exceed the remaining balance of the contract.
- C. County shall make best efforts to process invoices submitted for reimbursement by the Contractor within forty-five (45) days of receipt of accurate invoice, satisfactory monthly report, and annual report.

**III. Invoicing Procedures**

Contractor shall invoice the County semi-annually for actual expenses. Invoices shall include invoice number, PO numbers, invoice date, service period and remittance address. Invoices and reports can be sent to [Tuere.Anderson@acgov.org](mailto:Tuere.Anderson@acgov.org).

If necessary, hard copies of invoices and reports can be mailed to the following address:

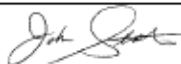
ATTN: Connie Yale/Tuere Anderson  
Center for Healthy Schools and Communities  
Alameda County Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

# 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 coverages, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Endorsements and Conditions</b> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> 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.</li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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 insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> 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.</li> <li><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> 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"> <li>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.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	

Northern California ReLIEF			<b>CERTIFICATE OF COVERAGE</b>		Issue Date 7/18/2019
<b>ADMINISTRATOR:</b> Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607  510-986-8750 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
<b>COVERED PARTY:</b> Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		<b>ENTITIES AFFORDING COVERAGE:</b>  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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER  \$ E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	\$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:</b> As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.					
<b>CERTIFICATE HOLDER:</b>  Alameda County Public Health Department 1000 Broadway Oakland CA 94607			<b>CANCELLATION.....</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> 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 01711-11	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 Public Health Department  
1000 Broadway  
Oakland CA 94607

**As Respects:**

As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

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. This coverage shall be primary to the Certificate Holder's coverage.



Authorized Representative

Issue Date: 7/18/2019



CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-1943		<b>CERTIFICATE OF COVERAGE</b>		07/18/2019	
<b>CSAC Excess Insurance Authority</b> <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>PO BOX 6450</b> <b>NEWPORT BEACH, CA 92658-6450</b>  PHONE (949) 756-0271 / FAX (619) 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 Memorandums 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: <b>A - See attached schedule of insurers</b>		
<b>Member:</b> OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN 1000 BROADWAY SUITE 440 OAKLAND, CA 94607			COVERAGE AFFORDED BY: <b>B</b>		
			COVERAGE AFFORDED BY: <b>C</b>		
			COVERAGE AFFORDED BY: <b>D</b>		
<b>Coverages</b> 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 (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention
<b>LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.</b>					
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS EVIDENCE OF COVERAGE BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT FOR FISCAL YEAR 2019-2020.  AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/24/2019					
<b>Certificate Holder</b>  ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT 1000 BROADWAY OAKLAND, CA 94607			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    CSAC EXCESS INSURANCE AUTHORITY		

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION PROGRAM  
2019/2020 SCHEDULE OF INSURERS  
OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease  (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4060592	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000  Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

**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: Kyla Johnson-Trammel

TITLE: Superintendent

SIGNATURE:  DATE: 4/15/2021



**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):** 

**Print Name:** Kyla Johnson-Trammel

**Title:** Superintendent

EXHIBIT F  
**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. **AUDIT REQUIREMENTS**

A. **Funds from Federal Sources:**

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. **Funds from All Sources:**

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.



B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	15-2144
Introduction Date	10/28/15
Enactment Number	15-1736
Enactment Date	10/28/15



**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, 3<sup>rd</sup> 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](mailto: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



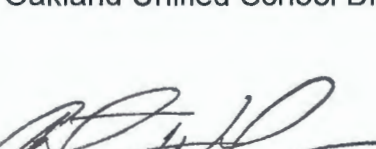
Date: \_\_\_\_\_

\_\_\_\_\_  
Antwan Wilson, Superintendent  
Oakland Unified School District



Date: 10/29/15

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



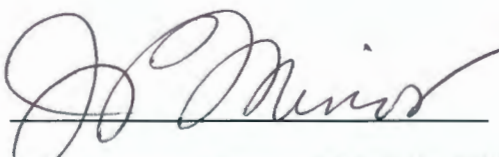
Date: 10/29/15

\_\_\_\_\_  
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"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE	
	DEDUCTIBLE						AGGREGATE	
	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? (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW	N	N/A	NDE-0848943-15	07/01/15	07/01/16	E.L. EACH ACCIDENT	\$1,000,000
							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

LICENSE # 0451271

510-986-6750  
www.keenan.com

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	<b>GENERAL LIABILITY</b> <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	<b>AUTOMOBILE LIABILITY</b> <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	<b>PROPERTY</b> <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	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	\$

## 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.