

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-2351
Introduction Date	11/16/2023
Enactment Number	23-1981
Enactment Date	11//16/2023 os



**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** November 16, 2023

**Subject** County of Alameda Standard Services Agreement – Alameda County Health Care Services Agency – Community Schools and Student Services Department

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Description of Services & Background** The District will provide Mental Health Student Services Act (MHSSA) Partnership Program services to expand mental health services to students at school sites, in foster care and who have been expelled or suspended from school.

Alameda County’s MHSSA Partnership Program is managed by the Center for Healthy Schools and Communities (CHSC) within the Health Care Services Agency (HCSA). CHSC will partner with the District to provide school-based mental health services, facilitating linkages and access to ongoing sustained services for children and youth, and outreach to a targeted population consisting of children and youth in foster care who identify as lesbian, gay, bisexual, transgender, or queer, and who have been expelled or suspended from school with focus on creating trauma informed/healing environments, increasing multi-tiered systems of support, and developing youth leadership.

**Term** Start Date: July 1, 2023  
End Date: June 30, 2024

**Not-To-Exceed Amount** District to receive an amount not-to-exceed \$150,000.00

- Funding Source(s)** N/A District receiving funds
- Competitively Bid**  Yes  No  
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):
- District In-Kind Contributions** None
- Specific Outcomes** To expand mental health services to students at school sites, in foster care and who have been expelled or suspended from school.
- SPSA Alignment (required if using State or Federal Funds)**
- Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: \_\_\_\_\_
  - Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
    - Meeting announcement for meeting in which the SPSA modification was approved.
    - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    - Sign-in sheet for meeting in which the SPSA modification was approved.
- Attachment(s)**
- Questionnaire For Determining The Withholding Status
  - County of Alameda Standard Services Agreement
- Waiver Attachments (if applicable)**
- Written confirmation of Commercial General Liability Insurance waiver
  - Written confirmation of Workers' Compensation Insurance waiver.
  - Written confirmation of Tuberculosis Screening wavier.
  - Written confirmation of Fingerprinting/Criminal Background Investigation waiver.

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Oakland Unified School District DEPT #: 350100

TITLE/SERVICE: Mental Health Student Services Act (MHSSA) Partnership Program

DEPT. CONTACT : Kate Graves/Connie Yale PHONE: (510) 618-1963

- | <b>I. INFORMATION ABOUT THE CONTRACTOR</b>   | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| 1. Is the contractor a corporation or partnership?   | ( )        | ( x )     |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?  | ( x )      | ( )       |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here:<br>No other questions need to be answered. Withholding is not required.                              |            | 946000385 |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____<br>No other questions need to be answered. Withholding is not required. |            |           |
| 5. If the answer to question 2 is NO, continue to Section II.  |            |           |

- | <b>II. RELATIONSHIP OF THE PARTIES</b>  | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | ( x )      | ( )       |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?   | ( )        | ( x )     |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?  | ( x )      | ( )       |
| 4. Is the relationship between the County and the contractor intended to be ongoing?  | ( x )      | ( )       |

- | <b>III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS</b>                       | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Is the contractor being hired for a period of time rather than for a specific project? | ( )        | ( )       |

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( x )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO**

1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )

2. Will the contractor work more than an average of ten hours per week?  
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. ( ) ( )

3. Will the County provide more than 20% of the contractor's income? ( ) ( )

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature



Kyla Johnson-Trammell


11/17/2023

Date

Agency/Department Head/Designee Signature

Colleen Chawla

Date



Approved as to form by OUSD  
Staff Attorney Lynn Wu 10/2/23



11/17/2023

Mike Hutchinson, President, BOE

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2023, is by and between the County of Alameda, hereinafter referred to as the "County", and Oakland Unified School District hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Mental Health Student Services Act (MHSSA) Partnership Program services are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to expand mental health services to students at school sites, in foster care and who have been expelled or suspended from school and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A      Definition of Services & Scope of Work
- Exhibit B      Payment Terms
- Exhibit C      Insurance Requirements
- Exhibit D      Debarment and Suspension Certification
- Exhibit E      HIPAA Business Associate Agreement
- Exhibit F      Audit Requirements

The term of this Agreement shall be from through July 1, 2023 through June 30, 2024

The compensation payable to Contractor hereunder shall not exceed One Hundred Fifty Thousand dollars (\$150,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**COUNTY OF ALAMEDA**

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature

By:   
Signature

Name: Colleen Chawla  
(Printed)

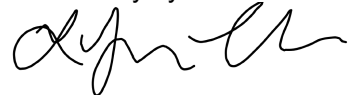
Name: Kyla Johnson-Trammell  
(Printed)

Title: Director, Health Care Services Agency

Title: Superintendent

      11/17/2023  
Mike Hutchinson, President, BOE

Approved as to form by OUSD  
Staff Attorney Lynn Wu 10/2/23



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

Date: 11/17/2023

Approved as to Form, DONNA ZIEGLER, County  
Counsel for the County of Alameda:

By: \_\_\_\_\_

K. Joon Oh  
Deputy County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no 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, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's 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 County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor 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. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.



- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor 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 Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor 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.
7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
    - (2) 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.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor

(collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **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  
Health Care Services Agency  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Attn: Jamie Harris

To Contractor: Oakland Unified School District  
1011 Union St., #946  
Oakland, CA 94607  
Attn: Legal Department

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.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color,

disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and

data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Mental Health Student Services Act (MHSSA) Partnership Program services shall not exceed \$150,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:  
Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: Contractor is a public school or university is a SLEB Exempt Entity.

**However, if circumstances or the terms of the contract should change**, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. 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.
- 25. 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 Contractor 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.
- 26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. **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.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **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.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or

assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for up to an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



## **ADDITIONAL PROVISIONS**

Section 2, Indemnification, is modified to add the following:

To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify Contractor, its Governing Board, employees, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Contractor may participate in the defense of any such claim without relieving the County of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Contractor, including defense costs, and shall not be limited by any insurance limits.

Section 4, Prevailing Wages, is modified and replaced with the following:

PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract, provided that this section shall not apply to Contractor to the extent that a particular wage is set by an existing collective bargaining agreement and is not in violation of applicable laws or regulations.

Item 20, Termination, is modified and replaced with the following:

TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor 30 days prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Mental Health Student Services Act (MHSSA) Partnership Program services shall not exceed \$150,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

The following is added as Item 37, Miscellaneous:

This Agreement is subject to the terms and conditions of the Master Agreement between County and Contractor (OUSD enactment no. 22-0861, 5/25/2022), including any amendments thereto. In the event

of any direct or indirect conflict or inconsistency between any term or condition of this Agreement and the Master Agreement, the terms and conditions of the Master Agreement shall control. The Master Agreement may be relied upon to interpret this Agreement and is hereby incorporated into this Agreement by this reference.

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: \_\_\_\_\_  
K. Joon Oh, Deputy County Counsel

**EXHIBIT A**  
**DEFINITION OF SERVICES**  
**Oakland Unified School District for MHSSA Program**

**I. Description of Services**

**A. Services**

Oakland Unified School District (OUSD), the Contractor, will provide Mental Health Student Services Act (MHSSA) Partnership Program services to expand mental health services to students at school sites, in foster care and who have been expelled or suspended from school.

Alameda County's MHSSA Partnership Program is managed by the Center for Healthy Schools and Communities (CHSC) within the Health Care Services Agency (HCSA). CHSC will partner with OUSD to provide school-based mental health services as required by MHSSA, facilitating linkages and access to ongoing and sustained services for children and youth, and outreach to a targeted population consisting of children and youth in foster care who identify as lesbian, gay, bisexual, transgender, or queer, and who have been expelled or suspended from school.

The unique Alameda County MHSSA Partnership Program will focus on:

1. Creating Trauma Informed/Healing Environments  
This work is focused on building out infrastructure and practices that schools can use to create a supportive and healthy environment for students, families, schools/school districts' staff, and the whole school community. CHSC will provide coaching, consultation, and trainings to develop and implement support with attention to the impact of trauma in schools and aim to create a school climate that is safe, healthy, and culturally responsive for all students and staff.
2. Increasing Multi-Tiered Systems of Support  
CHSC will support school systems in building out their social emotional and behavioral systems of prevention, early intervention, and intensive supports.
3. Developing Youth Leadership  
CHSC will engage young people in positive activities and leadership opportunities to increase their resiliencies and leadership skills.

The funding for this contract and any amendments will be provided by the Mental Health Services Oversight and Accountability Commission under the MHSSA and is subject to appropriation from the State of California Mental Health Services Oversight & Accountability Commission.

Contractor will ensure that funds are used to support the MHSSA Partnership Program services specified by the MHSSA as well as in this contract.

**B. MHSSA Background**

Improved access to mental health services is foundational to supporting children and youth to develop into healthy, resilient adults. School-community mental health partnerships offer an opportunity to reach children and youth in an environment where they are comfortable and that is accessible.

The purpose of the MHSSA is to establish additional mental health partnerships between county mental health or behavioral health departments and local education entities in order to provide increased access to mental health services in locations that are easily accessible to students and their families.

Funded by the State of California, the MHSSA services may include: at a minimum, services that are provided on school campuses, to the extent practicable, suicide prevention, drop-out prevention, placement assistance, continuum-of-care for students in need of ongoing services, and outreach to high-risk youth. High-risk youth shall include foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.

### **C. Center for Healthy Schools and Communities (CHSC)**

#### **1. CHSC goal**

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

#### **2. CHSC Results Framework**

- a. Youth are physically, socially, and emotionally healthy
- b. Youth succeed academically
- c. Environments are safe, supportive, and stable
- d. Families are supported and supportive
- e. Systems are integrated and care is coordinated and equitable

#### **3. The Alameda County School Based Behavioral Health Initiative defines School-Based Behavioral Health (SBBH) as the infrastructure, programs, and relationship within a school and district that promote the health and social-emotional development of all students and address barriers to learning. The six core components of our SBBH model are:**

- Three tiers of support
- District capacity
- Cultural responsiveness
- Coordination strategies
- School-wide responsibility
- Ongoing assessment

## **II. Program: Mental Health Student Services Act (MHSSA) Partnership Program**

## **III. Contract Deliverables and Requirements**

### **Objective 1**

Increase capacity of schools to support youth leadership and increase social-emotional learning, mental health, and well-being of youth through peer wellness and mentorship programs at 10 schools under the MHSSA Partnership Program.

Contractor shall provide services as set forth in the Activities column within the Timeline and submit quarterly reports on Measurable Outcome.

Activities	Time Line	Measurable Outcome
<p>A. Hire OUSD Peer Wellness / Peer Counseling Program Manager to facilitate the expansion of Peer Mentoring programs in OUSD.</p> <p>B. Program manager position (with support from OUSD Community Schools &amp; Student Services Department and The Center for Healthy Schools and Communities) will:</p> <ol style="list-style-type: none"> <li>1. Facilitate a professional learning community (PLC) including Peer Wellness Class teachers, CHSC project consultant, and others as appropriate including School administrators, District Administrator for Social Emotional Learning, Counseling, and others. Facilitate at least 3 meetings.</li> <li>2. Support current Peer Advisory teachers with documentation of current work/best practices in their work at OUSD High Schools.</li> <li>3. Facilitate the development of a District/program budget and implementation plan for the Peer Assistance/Mentoring Program based on best practice models and informed by students and staff.</li> <li>4. Collaborate with School based Coordination of Services Teams to integrate the Peer Wellness/Mentoring Program into the target schools COST process and school MTSS.</li> <li>5. Identify grant / district opportunities to support Youth Wellness and Leadership Model and develop a sustainability plan.</li> </ol>	<p>7/1/23 – 6/30/24</p>	<p>Provide proof of new hire by 9/1/23. (Documentation of formal agreements)</p> <p>Quarterly report to include:</p> <ul style="list-style-type: none"> <li>▪ No. of PLC meetings held</li> <li>▪ Documentation of existing Peer Wellness programs in OUSD</li> <li>▪ Develop a Youth Wellness and Leadership program and budget for School Year 2023</li> <li>▪ Create draft 3 year implementation plan for future OUSD Youth Leadership and Peer Wellness programs (e.g. Peer to Peer Mentoring, Peer Advisory, etc.). This plan will integrate MHSSA evaluation tools into program design. It will also include a sustainability plan developed with an external consultant.</li> <li>▪ Develop a 3 year program budget, including: <ul style="list-style-type: none"> <li>○ Materials, supplies and events for existing Peer Wellness programs.</li> <li>○ Compensation for staff for program development and related deliverables and participation in Learning Community.</li> </ul> </li> <li>▪ Expenditure reports for materials, supplies and events</li> </ul>

		for existing Peer Assistance programs <ul style="list-style-type: none"> <li>▪ Expenditure reports for hourly pay for teachers for program development and related deliverables and participation in LC</li> </ul>
--	--	--

**Objective 2:**

Ensure quality of services meeting the MHSSA Partnership Program requirements through program management.

Strategy/Activities	Timeline	Outcomes & Reporting
A. Coordinate with school sites and HCSA evaluator to develop an evaluation plan for MHSSA services, collect service data and complete data reports as required by the MHSSA program  Coordinate with District OUSDForce Administrator to integrate Peer Assistance/Mentoring Program into OUSD's OUSDForce system for data collection and analysis	7/1/23 – 6/30/24	Quarterly reports using HCSA reporting templates
B. Provide project management to ensure completion of contract deliverables; Pay consultant(s) directly and submit invoices for reimbursement with required report.	7/1/23 – 6/30/24	Quarterly report
C. Oversee the coordination between participating schools, including but not limited to evaluation, training, reporting; Provide directions when needed	7/1/23 – 6/30/24	Final Report to include: <ul style="list-style-type: none"> <li>▪ Total number of trainings received and total number of participants</li> <li>▪ Achievements (positive impact)</li> <li>▪ Problems and issues</li> <li>▪ Recommendation on future capacity building training and consultations</li> </ul>
D. Host training and orientation for up to 30 Peer Wellness Student Leaders in the 2023-24 school year.	7/1/23 – 6/30/24	<ul style="list-style-type: none"> <li>▪ Number of students by school completing training/orientation</li> <li>▪ Participant experience survey</li> </ul>
E. Submit data/information required by the MHSSA program. See additional requirements in Part IV C1 below	7/1/23 – 6/30/24	

#### IV. Reporting Requirements

- A. Contractor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Section III of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to the County.

Generally, performance measures, or quantitative or qualitative data, should address these three questions:

1. How much did we do? (How much service did we deliver?)
    - i. Number of clients served
    - ii. Number of services provided and/or activities performed
  2. How well did we do it?
    - i. Percentage of services or activities performed well
    - ii. Is anyone better off? (What quantity or quality of change for the better did we produce?)
  3. Number or percentage with improvement in skills, attitudes, behavior, circumstances, etc.
- B. Contractor shall fully cooperate with the CHSC evaluators and participate in the Mental Health Student Services Act Programs - School Based Behavioral Health Initiative (SBBHI) evaluation. To comply with the MHSSA State and Alameda County evaluation requirements, Contractor is required to submit the following:

**MHSSA Quarterly Reports.** This report tracks who is being reached through MHSSA-funded interventions, what the interventions are, and how they are being implemented. The district will implement a system to collect data on program participants in MHSSA-funded interventions and report on these data in the aggregate in the quarterly reporting template. The quarterly report must be completed and submitted to CHSC and the CHSC Evaluator within 15 days following the end of each reporting quarter.

**COST Reporting.** The district must share their mid-year and end of year District COST Reports with CHSC and the Evaluator. Data on students referred to MHSSA services through COST should be reported separate from the overall District COST data.

**Student Outcome Data.** Every six months, the district must administer the *County's Youth Program Post-Survey* to a sample of students who received direct services from MHSSA-funded programs (e.g., counseling, groups). This online survey should be administered at the end of students' program participation (end of schools 1st & 2nd semesters) and assesses self-reported program impacts. Surveys must be collected from at least 50% of students served in each six-month reporting period.

Reporting templates will be provided to the Contractor by CHSC Evaluator.

#### C. Reporting Information & Schedule:

1. Information required by MHSSA Grantor, including, but not limited to:
  - a. Number of students screened and **not** referred to services

- b. Number of students screened and referred to services
  - 1. Number of students on the Free and Reduced-Meal Program
  - 2. Grade/Number in each grade
  - 3. Age/Number in each age group
  - 4. Primary Language/number in each primary language
  - 5. Ethnicity/number in each ethnicity
- c. Number of trainings provided to teachers, administrators, and parents
- d. Number of school mental health partnership coordination activities with other interested parties

2. Reporting schedule

Report	Service Period	Submission Deadline
FY23-24 1st Quarterly Report	July 1 to Sept. 30, 2023	October 15, 2023
FY23-24 2nd Quarterly Report	Oct. 1 to Dec. 31, 2023	January 15, 2024
FY23-24 3rd Quarterly Report	Jan. 1 to March 31, 2024	April 15, 2024
FY23-24 4th Quarterly/Final Report	April 1 to June 30, 2024	July 15, 2024

- 3. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

D. Record Retention. Records must be retained for at least five (5) years after December 31, 2026.

**V. Contact Information**

	Health Care Services Agency	Oakland Unified School District
Signatory	Colleen Chawla	Kyla Johnson-Trammell
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	Kate Graves	Andrea Bustamante
Email	<a href="mailto:Kate.Graves@acgov.org">Kate.Graves@acgov.org</a>	andrea.bustamante@ousd.org
Address	1000 San Leandro Blvd., Ste. 300 San Leandro CA, 94577	1011 Union Street, Oakland, CA 94607
Phone	(510) 542-6942	(510) 879-8000



**EXHIBIT B  
PAYMENT TERMS  
Oakland Unified School District for MHSSA Programs**

**I. Budget Summary (7/1/23-6/30/24)**

Budget Item	Reimbursement Amount
<b>Personnel Expenses</b>	
S&EBs for OUSD Student Engagement Specialist/Wellness Specialist (1.0 FTE, 50% paid by grant)	71,500
Teacher Stipend-extra hours for program development & professional learning community [up to \$55/hr.] 4 sites @ 100 hours/site, 6 sites at x 20 hours/ site	28,600
<b>Personnel Expenses Subtotal</b>	<b>100,100</b>
<b>Subcontract Expenses</b>	
Youth / Peer Wellness Materials Development (student guide, posters, website)	\$16,250
<b>Subcontract Expenses Subtotal</b>	<b>\$16,250</b>
<b>Operating Expenses</b>	
Youth leadership materials, supplies, events (7,000-materials/supplies, 7,000-events/field trips, 6,750-Program attire for Peer Mentors)	14,000
Youth stipends	\$15,000
<b>Operating Expenses Subtotal</b>	<b>\$29,000</b>
<b>Indirect Expenses (not to exceed 14.9%) (3.1% OUSD)</b>	<b>4,650</b>
<b>NOT TO EXCEED TOTAL AMOUNT</b>	<b>\$150,000</b>

County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary.

**II. Terms and Conditions of Payment**

**A. Reimbursement**

1. Funds shall be used solely in support of the MHSSA Partnership Program budget and may not be used for any purpose other than those specified in this Agreement. Reimbursement is limited to actual expenses for completed deliverables and in accordance with the items and costs as set forth in the Budget Summary.
  
2. Contractor shall invoice the County on a **quarterly** basis for actual expenses incurred during the contract period, not to exceed \$37,500 per quarter. Total payment under the terms of this Agreement shall not exceed **\$150,000**. The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2024**.

3. Contractor shall submit invoices with required progress reports for approval. County shall use its best efforts to process the invoice submitted for reimbursement by contractor within forty five (45) working days of receipt of invoice and required report.

**B. Invoicing Procedures**

Contractor shall invoice CHSC quarterly. Invoice with a remittance address, an invoice number, PO number, and service period must be accompanied by required quarterly report. Invoice should be sent to:

Kate Graves [[Kate.Graves@acgov.org](mailto:Kate.Graves@acgov.org)] and Connie Yale [[Connie.Yale@acgov.org](mailto:Connie.Yale@acgov.org)]

If necessary, invoices and reports can be mailed to:

ATTN: KATE GRAVES / CONNIE YALE  
ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY  
CENTER FOR HEALTH SCHOOLS AND COMMUNITIES  
1000 SAN LEANDRO BLVD, STE 300  
SAN LEANDRO, CA 94577

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, 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>2. <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>3. <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>4. <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>5. <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>6. <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>7. <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>8. <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 **CERTIFICATE OF COVERAGE** Issue Date **7/19/2022**

**ADMINISTRATOR:**  
Keenan & Associates  
1111 Broadway, Suite 2000  
Oakland, CA 94607  
Robyn Tryon  
rtryon@keenan.com  
510-986-6761 x8177

**LICENSE #** 0451271

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

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

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

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<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 type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-14	7/1/2022 7/1/2023	\$ 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 01711-14	7/1/2022 7/1/2023	\$ 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 01711-14	7/1/2022 7/1/2023	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-14	7/1/2022 7/1/2023	\$ 100,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> JWC 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>			\$	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
As respects to Master Contract #900322 between the County of Alameda and the Oakland Unified School District for the Caminos Program (formerly the Unaccompanied Immigrant Youth Program) through 6/30/2023.

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

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

*John Stephens*  
John Stephens AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**  
**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-14	Keenan & Associates

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

**Additional Covered Party:**

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

**As Respects:**

As respects to Master Contract #900322 between the County of Alameda and the Oakland Unified School District for the Caminos Program (formerly the Unaccompanied Immigrant Youth Program) through 6/30/2023.

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



\_\_\_\_\_  
Authorized Representative

Issue Date: 7/19/2022

CERTIFICATE NO.

ISSUE DATE

WC-2985

**CERTIFICATE OF COVERAGE**

06/29/2022

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

C/O ALLIANT INSURANCE SERVICES, INC.  
18100 VON KARMAN AVENUE, 10TH FLOOR  
IRVINE, CA 92612  
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: **A - See attached schedule of insurers**

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

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2022	07/01/2023	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

**Description of Operations/Locations/Vehicles/Special Items:**

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

**Certificate Holder**

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

**Cancellation**

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

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

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

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Kyla Johnson-Trammell

TITLE: Superintendent

SIGNATURE:  DATE: 11/17/2023

Approved as to form by OUSD  
Staff Attorney Lynn Wu 10/2/23





11/17/2023

Mike Hutchinson, President, BOE

**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):**  11/17/2023

**Print Name:** Kyla Johnson-Trammell

**Title:** Superintendent



Approved as to form by OUSD  
Staff Attorney Lynn Wu 10/2/23



11/17/2023

Mike Hutchinson, President, BOE

**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.