

File ID Number	24-2621
Introduction Date	11/13/24
Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

November 13, 2024

To: Board of Education

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

Subject: Grant Award - State of California, Department of Health Care Access and Information - Community Schools & Student Services Department

ACTION REQUESTED:

Acceptance and approval by the Board of Education of a Grant Agreement by and between the State of California's Department of Health Care Access and Information (HCAI) and the District (Grant Agreement Number GA24-WCES-0001120), with the District accepting an amount not to exceed \$4,426,884.00 in state Children and Youth Behavioral Health Initiative funding to support hiring and training of Certified Wellness Coaches and Certified Wellness Coach Interns to support the growing behavioral health needs of children and youth, for

BACKGROUND:

Grant award for OUSD students for the 2022-2023 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and supporting documents are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
24-2621	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To support hiring and training of Certified Wellness Coaches and Certified Wellness Coach Interns	August 31, 2024 - June 30, 2026	State of California's Department of Health Care Access and Information	\$4,426,884.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the office.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$4,426,884.00

RECOMMENDATION:

Acceptance and Approval by the Board of Education of a Grant Agreement for OUSD students via the Community Schools and Student Services Department for the fiscal years 2024-2026, pursuant to the terms and conditions thereof and to submit amendments thereto, for the

ATTACHMENTS:

Grant Management Face Sheet
Agreement Summary
Grant Agreement



OUSD Grants Management Face Sheet

Title of Grant:	Funding Cycle Dates: August 31, 2024 – June 30, 2026
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) State of California, Department of Health Care Access and Information Michelle Crouch Michelle.Crouch@hcai.ca.gov (916) 326-3649	Grant Amount for Full Funding Cycle: \$4,426,884.00,
Funding Agency: State of California, Department of Health Care Access and Information	Grant Focus: Wellness Coach
List all School(s) or Department(s) to be Served: Community Schools Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Increasing student Mental Health will allow students to attend school more frequently and increase engagement in learning. This grant provides funding to establish Wellness Coaches in our schools to increase access wellness services.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	This Grant is evaluated by the number of Wellness Coaches hired in the short term.
Does the grant require any resources from the school(s) or district? If so, describe.	Staff time to support with implementation in addition to grant funded activities.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 4.22% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	Program provides additional staff to support students as part of our Coordination of Services Teams and Wellness Services.

<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Andrea Bustamante Site: Community Schools Student Services Address: 1011 Union Street, Oakland, 94607 Email: andrea.bustamante@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante		10/15/24
Chief Academic Officer	Sondra Aguilera	 <p>Signed by: Sondra Aguilera B072CB8033AD406...</p>	10/18/2024

Grant Office Obtained Approval Signatures:

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

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

SCO ID: 4140-GA24WCES0001120

AGREEMENT NUMBER GA24-WCES-0001120	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Oakland Unified School District		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Access and Information	4. DIVISION, BUREAU, OR OTHER UNIT OHWD	5. AGENCY BILLING CODE 88700
6a. CONTRACT ANALYST NAME Michelle Crouch	6b. EMAIL Michelle.Crouch@hcai.ca.gov	6c. PHONE NUMBER (916) 326-3649

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO YES (If YES, enter prior contractor name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Increase the number of healthcare professionals in the State of California.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirements, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The purpose of the Certified Wellness Coach (CWC) Employer Support Grant Program is to assist Certified Wellness Coach employers to recruit and employ Certified Wellness Coaches.

In Process

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed
 Reimbursement / Revenue \$ _____ or _____ %
 Other

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
GENERAL	4140-101-0001	21/22	69	2021	\$4,426,884.00
OBJECT CODE	41403041-3835000615-10005-5432000/5432000388-- -				AGREEMENT TOTAL \$4,426,884.00
	\$4,426,884.00				

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$4,426,884.00
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I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
0

TOTAL AMOUNT ENCUMBERED TO DATE
\$4,426,884.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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STATE OF CALIFORNIA

SCO ID:4140-GA24WCES0001120

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

GA24-WCES-0001120

AMENDMENT NUMBER

12. AGREEMENT

Table with 5 columns: AGREEMENT, TERM FROM, TERM THROUGH, TOTAL COST OF THIS TRANSACTION, BID, SOLE SOURCE, EXEMPT. Rows include Original, Amendment 1, Amendment 2, and a TOTAL row.

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
INVITATION FOR BID (IFB)
OTHER (Explain) Grant Agreement - exempt per SCM Vol. 1, 5.80.B.2.b
Use of Master Service Agreement
Exempt from Bidding (Give authority for exempt status)
Sole Source Contract (Attach STD. 821)

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A Grant

17 (a) JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
Not Applicable (Interagency / Public Works / Other N/A Grant)

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government code section 19132(b)(1)

Table with 3 columns: AUTHORIZED SIGNATURE, SIGNER'S NAME (Print or Type), DATE SIGNED

- 18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. Contractor Certification Clauses
B. STD 204 Vendor Data Record
22. REQUIRED RESOLUTIONS ARE ATTACHED
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

24. N/A Grant

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

I certify that all copies of the referenced Agreement will confirm to the original agreement sent to the Department of General Services.

Table with 3 columns: SIGNATURE, NAME/TITLE (Print or Type), DATE SIGNED

SCO ID: 4140-GA24WCES0001120

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER GA24-WCES-0001120	AMENDMENT NUMBER
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A Grant

In Process

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
Oakland Unified School District
GRANT AGREEMENT NUMBER GA24-WCES-0001120

THIS GRANT AGREEMENT (“Agreement”) is entered into on (August 31, 2024) by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”), and (collectively the “Grantee”).

WHEREAS, HCAI supports healthcare accessibility through the promotion of a diverse and competent workforce while analyzing California's healthcare infrastructure and coordinating healthcare workforce issues, including behavioral health.

WHEREAS, the State Budget Act of 2021 appropriated funds for HCAI to create and establish a new certified profession called the Certified Wellness Coach (CWC) to provide prevention and early intervention behavioral health services to children and youth ages 0 – 25.

WHEREAS, the vision of the Department of Health Care Access and Information (HCAI) is a healthier California where all receive equitable, affordable, and quality health care.

WHEREAS, workforce training, education, and employment programs will adhere to HCAI guiding principles that ensure behavioral health (mental health and substance use) professionals:

1. Provide care that is child- and youth-centered, with a priority on primary prevention and early intervention.
2. Ensure culturally diverse communities are served.
3. Ensure capacity for racial inclusiveness, cultural humility and responsiveness, and a linguistically competent workforce.
4. Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their caregivers and persons with or at risk of behavioral health conditions.
5. Use effective, innovative, evidence-based, and community-identified practices.
6. Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes of children and youth and their families.
7. Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in education, health care and other child-serving settings.
8. Work collaboratively to deliver individualized, strengths-based, and consumer- and family-driven services.
9. Promote inter-professional care by working across disciplines.
10. Promote interagency services that include school-based early childhood education, pre-K through twelfth-grade educational organizations, and public and non-profit agencies with health and or behavioral health agencies and other child- and youth-serving agencies.

WHEREAS, the Grantee will provide ongoing staff support to coordinate and administer grant-funded activities.

NOW THEREFORE, HCAI and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

Definitions

1. "Agreement Funds" means the money provided by HCAI for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Certified Wellness Coach" (CWC) means a new, certified position that is being created as part of the state's Children and Youth Behavioral Health Initiative to increase the state's overall capacity to support the growing behavioral health needs of children and youth. It is designed to help build a larger and more diverse behavioral health workforce in California that has the training and supervision needed to engage directly with young people where they live, study, and work. This may also refer to Certified Wellness Coaches with a "Registered" designation.
4. "Certified Wellness Coach Intern" means a Certified Wellness Coach that is brought on by an organization for a limited period of time to gain additional field experience.
5. "Chief Deputy Director" is defined as the Chief Deputy Director of HCAI or their designee.
6. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio- economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
7. "Deputy Director" means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
8. "Early Childhood Education" means early childhood school-based education centers that, among other activities, engage students in learning and development
9. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
10. "Grant Agreement Number" means Agreement Number GA24-WCES-0001120 awarded to Grantee.
11. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the Agreement Scope of Work/Deliverables.
12. "Health Professional Shortage Area" means an area designated as such by the U.S. Department of Health and Human Services, Health Resources and Service Administration, Bureau of Health Professions' Shortage Designation Branch.
13. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are providing services often inconsistent with evidence-based and/or community- identified practices.

14. "Indirect Costs" means costs indirectly attributed to the completion of the program services which can include, but not limited to, utilities, rent, equipment, mentoring, worksite placement, monitoring Certified Wellness Coach work and training activities, and administrative service/payroll staff.
15. "Lived Experience" means individuals with or at risk of behavioral health conditions and parents and caretakers of these individuals
16. "Parents" means biological and adoptive parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
17. "Primary Care Outcome" means outcome measure reflecting the impact of the intervention on the health status of patients.
18. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
19. "Program Manager" means the individual employed by HCAI to manage the grant program.
20. "Program Representative" means the individual representative of the Grantee for this Agreement.
21. "School" means an organization that provides instruction, such as an institution for teaching of children, including public, charter, and private non-profit schools.
22. "Staff" means a group of people who work, either part-time or full-time, for an organization.
23. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
24. "Stipend" means compensation that is paid to Certified Wellness Coaches for services rendered, other work, or while they receive training.
25. "Underrepresented groups" means populations including, but not limited to:
 - Persons with lived experience
 - Economically/environmentally disadvantaged
 - First generation college students
 - Those residing in health professional shortage areas (HPSA)
 - Those who are, or at risk of, justice system involvement, experienced homelessness, child welfare involvement (including foster care)

Term of the Agreement

This Agreement shall take effect on August 31, 2024, and shall terminate on June 30, 2026.

Scope of Work and Deliverables

Grantee shall perform the Scope of Work and provide the Deliverables outlined below:

Scope of Work:

The Grantee shall administer all components (including entering into written agreements with individual awardees, worksite placement, monitoring paid or volunteer work requirements and training activities) in one or more of the following programs identified in their grant application to support the workforce needs in their local behavioral health setting:

- **Certified Wellness Coach Employees:** Provide funding to Certified Wellness Coaches already employed and providing services at an eligible organization. The Grantee shall determine the award amount and awardee must be employed full- time for a minimum of 10 months.

Total Certified Wellness Coach I: #10
 Total Budget: \$695000.00
 Total Certified Wellness Coach II: #35
 Total Budget: \$2889250.00

- **Certified Wellness Coach Intern Stipend:** Provide funding directly to Certified Wellness Coaches for a limited period of time to gain additional field experience. Awardee shall agree to an internship period of 200 – 400 hours for CWC I and 200 – 500 hours for CWC II.

Total Certified Wellness Coach I Intern: # 12
 Total Budget: \$ \$72000.00
 Total Certified Wellness Coach II Intern: # 9
 Total Budget: \$ \$81000.00

- **Certified Wellness Coach Employee Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coaches employees.

Total Participants: # 45
 Total Budget: \$281250.00

- **Certified Wellness Coach Intern Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coach interns. Awardee must provide a minimum of 2 – 5 hours of direct supervision per week for the duration of the internship period.

Total Participants: # 21
 Total Budget: \$ \$81000.00

- **Indirect Costs:** Costs indirectly attributed to the completion of the program services which can include, but not limited to, utilities, rent, equipment, and administrative service/payroll staff.
 Total Budget: \$345384.00

Budget Restrictions

1. The Grantee shall complete an online Activities Report that demonstrates bi- annual outcomes of activities performed. The Grantee will use this tool to inform HCAI on who was awarded, pipeline-related activities, and retention best practices
2. Grantee will submit deliverables, including bi-annual Budget and Activities Reports, using the online forms that HCAI provides.

Report	Reporting Period	Report Due Date
Program Report 1	August 31, 2024 - February 28, 2025	March 31, 2025
Program Report 2	March 1, 2025 - Aug 31, 2025	September 30, 2025
Program Report 3	September 1, 2025 - February 28, 2026	March 31, 2026
Program Report 4	March 1, 2026 - Jun 30, 2026	July 31, 2026

3. The Grantee shall comply with the following additional conditions:
- a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in section 2 above.
 - b. Grantee shall begin performance of this Agreement on the date the Agreement is executed.
 - c. HCAI will provide technical assistance to the Grantee to finalize Deliverables described in section 2 above. The parties shall complete all Deliverables on or before July 31, 2026.
 - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in paragraph 2 above.
 - e. HCAI may monitor the Grantee activities and progress by attending and or convening local or statewide grantee meetings and reviewing bi-annual Activities Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
 - f. HCAI reserves the right to withhold funding until Grantee complies with the terms of this Agreement.
 - g. Grantee may submit any revisions to their Scope of Work and Deliverables (Agreement Section D) to HCAI for review and approval before July 31, 2026. Such revisions to the Budget and Participant Information shall conform with the requirements in paragraph 10 of Section J.

Budget Detail

1. The funding request by a grantee shall not exceed \$12,000,000.00 unless additional funds become available.
2. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided in FY 2024-25, which shall cover the costs of activities under Section C, “Scope of Work and Deliverables,” including administrative costs. Agreement Funds shall not be commingled with any of Grantee’s other funds.

Budget and Participant Information

Program Category	Funding Amount
Certified Wellness Coach Employees (including those with Registered designation)	\$69,500 per CWC I \$82,550 per CWC II
Certified Wellness Coach Intern Stipend	\$6,000 per CWC I \$9,000 per CWC II
Certified Wellness Coach Employee Supervision	\$6,250 per CWC Employee
Certified Wellness Coach Intern Supervision	\$3,000 per CWC Intern
Indirect Costs	Not to exceed 10% of direct costs

Invoicing and Payment

1. HCAI will make a single payment equaling twenty-five percent (25%) of the grant award upon execution of the grant agreement.
2. HCAI will release Agreement Funds bi-annually in arrears upon receipt of and approval of bi-annual Activity and Budget Reports.
3. The total amount payable to the Grantee under this Agreement shall not exceed **\$4426884.00**.
4. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.
5. HCAI may request additional information upon reviewing the Deliverables.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other

considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

If funding is reduced or deleted by the Budget Act for purposes of this grant program, HCAI may cancel this Agreement with no liability occurring to HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.

Breach

HCAI reserves the right to recover all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.

Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

General Terms and Conditions

1. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions. In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of HCAI and subject to disclosure under the Public Records Act.

4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

In Process

5. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded any information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
- d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
- c. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
- e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- f. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

6. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):

- a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
- c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall be required to ascertain compliance with this clause.
- d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

8. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.

9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.

10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of HCAI in the form of a formal written amendment.

11. Indemnification: Grantee agrees to indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:

- a. The Grantee will discuss the dispute informally with the Program Manager. If unresolved, the dispute shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
- b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a written determination and shall respond to the Grantee indicating the decision and reasons for it.
- c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
- d. Within ten working days after receipt of appeal, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.

13. Termination for Cause: In addition to the Breach provisions above, HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner specified. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

16. Unenforceable Provision: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

Project Representatives: The program representatives during the term of this Agreement will be:

State Agency: Department of Health Care Access and Information	Grantee Name: Oakland Unified School District
Section/Unit: Office of Health Workforce Development/Behavioral Health Program	
Name: Michelle Crouch Program Manager	Program Representative Name:: Andrea Bustamante
Address: 2020 West El Camino Ave, Suite 1222 Sacramento, CA 95833	Address: 1011 Union St Oakland, CA 94607
Phone: 916-326-3649	Phone: 4159876478
Email: Michelle.Crouch@hcai.ca.gov	Email: andrea.bustamante@ousd.org

In Process

Direct all

State Agency: Department of Health Care Access and Information	Grantee: Oakland Unified School District
Section/Unit: Office of Health Workforce Development/ Behavioral Health Program	
Name: Michelle Crouch Program Manager	Name: Andrea Bustamante
Address: 2020 West El Camino Ave, Suite 1222 Sacramento, CA 95833	Address: 1011 Union St Oakland, CA 94607
Phone: 916-326-3649	Phone: 4159876478
Email: Michelle.Crouch@hcai.ca.gov	Email: andrea.bustamante@ousd.org

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 08-31-2024.

DEPARTMENT OF HEALTH CARE ACCESS
AND INFORMATION

GRANTEE: **Oakland Unified School District**

Signature:

Signature:

Name:

Name: Benjamin Davis

Title: Budget and Facilities Operations Service
Manager

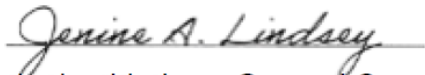
Title: President, Board of Education

Date:

Date:

Approve as to form:

Kyla Johnson Trammell
Secretary, Board of Education
Date:



Jenine Lindsey, General Counsel
Date: 10/11/2024

Grant Agreement Request

HCAI-AD-131 (Rev. 08/2022)

INSTRUCTIONS: Forward one original signed copy of the Grant Agreement Request (OSH-AD-131), two copies of the Agreement Summary (STD. Form 215), one copy of the (STD Form 213) with all Exhibits or Grant Agreement, one copy Payee Data Record (STD 204), and one copy Contractor Certification Clauses (CCC 307) (if applicable) to the Procurement and Contract Services (PCS).

1. Date of Request 8/15/2024

2. Requesting Unit OHWD

3. Grant Manager Michelle Crouch
Email: Michelle.Crouch@hcai.ca.gov
Phone No. (916) 326-3649

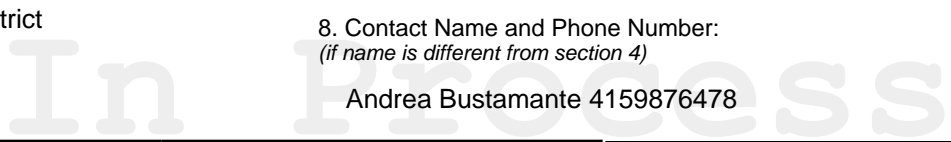
4. Name and Address of Grantee
Oakland Unified School District
1011 Union St
Oakland, CA 94607

5. Grant Agreement Number
 A. New GA24-WCES-0001120
 B. Amendment
 Amendment No. _____
 Revised Extend Time Add Funds
 Prior Grant Agreement No.
 (if applicable) _____

6. Grant Agreement language being used for this agreement has been reviewed by the Department of Health Care Access and Information Legal Office.

7. Contact Email Address: andrea.bustamante@ousd.org

8. Contact Name and Phone Number:
(if name is different from section 4)
 Andrea Bustamante 4159876478



9. Term - From: 8/31/2024 To: 6/30/2026 Amount: \$4,426,884.00	
10. Amount Encumbered by this Agreement \$4,426,884.00	13. Billing Code 88700
11. Prior Amount Encumbered to date 0	14. Program - Sub PGM - Sub Task 3835-000-615
12. Total Amount Encumbered to Date \$4,426,884.00	15. Item (BU, Ref Item, Fund) 16. Chapter 17. Statute/ENY 18. Fiscal Year/BP 4140-101-0001 69 2021 21/22
19. Reporting Structure, Service Location, Account, Alt Account, Project, and Activity (if applicable) 41403041-3835000615-10005-5432000/5432000388-- - \$4,426,884.00	

20. Request Originated by Michelle Crouch 8/15/2024 _____ _____ Unit/Section Chief's Signature Date	21. Meets Current Program Policy Libby Abbott 8/15/2024 _____ _____ Deputy Director's Signature Date
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"I certify that this purchase is vital and mission critical for the Department of Health Care Access and Information."

24. CIO Signature (For Information Technology Contracts, as applicable)	Date

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD. 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee’s federal tax return) Oakland Unified School District	
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)	
MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2) 1011 Union St	
CITY, STATE, ZIP CODE Oakland, CA 94607	E-MAIL ADDRESS andrea.bustamante@ousd.org

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

<input type="checkbox"/> SOLE PROPRIETOR / INDIVIDUAL <input type="checkbox"/> SINGLE MEMBER LLC Disregarded Entity owned by an individual <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION (see instructions on page 2) <input type="checkbox"/> MEDICAL (e.g., dentistry, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (e.g., nonprofit) <input type="checkbox"/> ALL OTHERS
---	---

Section 3 – Tax Identification Number

<p>Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.</p> <ul style="list-style-type: none"> • For Individuals, enter SSN. • If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN. • Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor’s SSN. • For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN). • For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity’s FEIN. Do not use the disregarded entity’s FEIN. • For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity’s FEIN. 	<p>Social Security Number (SSN) or Individual Tax Identification Number (ITIN)</p> <p>-----</p> <p style="text-align: center;">OR</p> <p>Federal Employer Identification Number (FEIN)</p> <p>-----</p>
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Section 4 – Payee Residency Status (See instructions)

<input type="checkbox"/> CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
<input type="checkbox"/> CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.
<input type="checkbox"/> No services performed in California
<input type="checkbox"/> Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE Department of Health Care Access and Information		UNIT/SECTION Procurement & Contracts Services	
MAILING ADDRESS 2020 West El Camino Avenue, Room 1000		FAX (916) 322 2527	TELEPHONE (include area code) (916) 326 3200
CITY Sacramento	STATE CA	ZIP CODE 95833	E-MAIL ADDRESS PCS@hcai.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD. 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name. Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD. 204 (Rev. 03/2021)

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.