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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date March 25, 2026

Subject Services Agreement and Standard Student Data Privacy Agreement – Care Solace, Inc– Community Schools and Student Services Department

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Ask of the Board
☐ Approve Services Agreement
☒ Ratify Services Agreement and Standard Student Data Privacy Agreement

Description of Services & Background
Care Solace, Inc will provide a software-as-a-service ("SaaS") offering in the form of its proprietary platform (the "Platform"), through which Oakland Unified School District ("OUSD") and its authorized users will access Student Services Information Management, Care Coordination, Care Companion™, and All-in-One EHR Billing Services. Through the Platform, including the "Warm Handoff®" module, Care Solace, Inc. will facilitate the creation, maintenance, and secure sharing of electronic health records and related information for OUSD-enrolled students receiving mental health, health care, or related student services provided by OUSD and its employees, agents, or contractors, administer screening, referral, and care coordination processes to connect students with appropriate treatment providers or social service organizations, provide 24/7/365 telephone and email access to trained, unlicensed administrative care coordinators to assist students and/or their parents or lawful guardians with treatment provider availability, health insurance issues, collection of insurance information, and required consents, and facilitate submission of reimbursable claims for eligible services to public and private payers via a third-party administrator, including assistance with submission and maintenance of the School District provider roster related to the Children and Youth Behavioral Health Initiative.

Term Start Date: July 1, 2025

End Date: June 30, 2026

Not-To-Exceed Amount $86,000.00

Funding Source(s) 9213 Alameda Alliance for Health in the amount of $51,000.00
9052 Alameda County Office of Ed in the amount of $35,000.00

Competitively Bid ☐ Yes ☒ No
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than $114,800, list the exception(s) that applies (requires Legal approval and may require a resolution):

District In-Kind Contributions None.

Specific Outcomes The outcomes of the services provided by Care Solace shall include improved identification and referral of OUSD-enrolled students in need of mental health, health care, and social services; timely and coordinated access to appropriate treatment providers and community resources; centralized, accurate, and secure management of student health information; increased family engagement and support through continuous access to care coordination assistance; improved navigation of insurance and consent requirements; and enhanced reimbursement and financial sustainability for eligible student services through streamlined billing, claims submission, and provider roster management.

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)

- Services Agreement
- Standard Student Data Privacy Agreement

- Data Use 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services**. VENDOR shall provide the services ("SERVICES") as described in **Exhibit A**.

2. **Term**. The term ("TERM") of this AGREEMENT is established in **Exhibit A.**

3. **Compensation**.
   a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
   b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
   c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
   d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing**. Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
   a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
   b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
   c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
   d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
   e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
   f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination**. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
   a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination.

Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.

d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. **Data and Information Requests**.

a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.

b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing

otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy**.

a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership**. Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

Care Solace will provide the Services to OUSD as described in the Scope of Work, including a non-exclusive, non-transferable right to access and use the Platform during the Term, solely for use by Authorized Users in accordance with the terms and conditions of the Agreement (collectively, the "**Services**"). Such use is limited to OUSD's internal use. For purposes of the Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of OUSD: (a) who are authorized by OUSD to access and use the Services under the rights granted to OUSD pursuant to the Agreement; and (b) for whom access to the Services has been licensed hereunder.

10. **Alignment and Evaluation**.
    a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
    b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. **Legal Notices**. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. **Status**.
    a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.

b. If VENDOR is a natural person, VENDOR verifies all of the following:
   (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
   (ii) VENDOR's work is outside the usual course of OUSD's business; and
   (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
   (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
   (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
   (iii) the contract between OUSD and VENDOR is in writing;
   (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
   (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
   (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
   (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
   (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
   (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
   (x) VENDOR can negotiate its own rates;
   (xi) VENDOR can set its own hours and location of work; and
   (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration**. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance**.

a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars ($1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening**.

a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting**.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").

b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest**.

a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute

a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).

23. **Limitation of OUSD Liability**. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification**.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit**. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these

books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

26. **Non-Discrimination**. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

i. Care Solace OUSD agree to comply with all applicable federal and state data privacy laws and requirements, which may include, without limitation, the Student Online Personal Information Protection Act, California Business & Professions Code § 22584 ("**SOPIPA**"); the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 ("**COPPA**"); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99 ("**FERPA**"); the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; and the California Medical Information Act ("**CMIA**") (collectively, "**Privacy Laws**").

ii. **Renegotiation for Ongoing Regulatory Compliance.** The Agreement shall be construed in accordance with applicable federal and state laws, including Privacy Laws and Medicare and Medi-Cal program requirements, and federal and state rules, regulations, and interpretations thereof, and administrative requirements, guidance, and Advisory Opinions by the Office of the Inspector General and the Centers for Medicare and Medicaid Services of the Department of Health and Human Services (collectively, "**Rules and Regulations**"). In the event there is a change in any such Rules and Regulations as referenced herein that renders any of the material terms of this Scope of Work unlawful or unenforceable, including any Services rendered, or compensation to be paid, either Party shall have the right to initiate renegotiation of the affected term or terms, upon notice to the other Party to remedy such condition. Should the Parties be unable to renegotiate the term or terms so as to remain in compliance with the Rules and Regulations within thirty (30) days of the date on which notice of the desired renegotiation is given, then either Party shall be entitled to immediately terminate the Agreement.

28. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

29. **Waiver**. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.

30. **Assignment**. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

31. **No Rights in Third Parties**. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

32. **Litigation**. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

33. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits (**Exhibit A** and **Exhibit B**) attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.

34. **Integration/Entire Agreement of Parties**. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

35. **Severability**. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

36. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.

37. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

38. **Calculation of Time**. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

39. **Counterparts and Electronic Signature**. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

40. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

41. **Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

42. **Signature Authority**.

a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. **Contract Contingent on Governing Board Approval**. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Chad Castruita Signature: Chad Castruita

Position: Chief Executive Officer Date: 12-08-2025

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera Signature: Signed by: Sondra Aguilera B072CB8033AD406...

Position: Chief Academic Officer Date: 2/17/2026

Approved as to form by:

Roxanne De La Rocha
OUSD Staff Counsel

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

SERVICES AGREEMENT

EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Care Solace, Inc.

Clause 1: **Services**. Describe the SERVICES VENDOR will provide:
Please see the attached Scope of Work and the Business Associate Agreement, Exhibit B.

Clause 2: **Term**.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: July 1, 2025

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: June 30, 2026

Clause 3: **Compensation**.

a. The basis for payment to VENDOR shall be:
☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☐ Per Student Served Rate: _____ per student served
X Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):
$51,000 for Student Services Information, Care Coordination, and Care Companion Services, due at contract execution; AND

A fee equal to seven percent (7%) of the total approved reimbursement for OUSD claims submitted pursuant to the All-in-One EHR Services, which shall be ongoing during the TERM.

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: $86,000 (which is comprised of: $51,000 and 7% of all All-in-One EHR reimbursements provided the maximum compensation does not exceed $35,000.) In the event the compensation shall exceed $35,000 during the TERM, the parties agree to amend this AGREEMENT as applicable.

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: **Legal Notices**.
OUSD
Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR
Name/Dept: Chad Castruita, Care Solace, Inc.
Address: 120 Birmingham Drive, Suite 200
City, ST Zip: Cardiff, CA 92007
Phone: 818-437-5609
Email: chad.castruita@caresolace.org

Clause 17: **Insurance**. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ *Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is $25,000 or less.

☐ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: **Testing and Screening**. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk

Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

X *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

X *Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

X Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

Scope of Work

Scope of Services. Care Solace will provide the services requested as described in Exhibit A hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the "Services"). Such use is limited to School District's internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services has been licensed hereunder.

1.2 Care Solace is Not a Treatment Provider Nor a Crisis Response Team. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Care Solace acts solely as a coordinator by connecting Authorized Users to Treatment Providers (as defined below). Care Solace is not a crisis response team. Care Solace does not represent, warrant or guarantee that Treatment Providers or community-based social services are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers or community-based social services.

1. Care Solace owns and operates a web-based navigation system that assists its school district clients and the districts' students, staff, and parents (together **"Authorized Users")** in locating and connecting with mental health providers and/or community-based social services. Care Solace maintains internal school-based student electronic health records, and, in jurisdictions where reimbursement programs are available, facilitates insurance reimbursements. Care Solace agrees to manage and provide such services through a web-based unified student services management platform branded with OUSD's name (the "**Platform**").

Services:

a. Software-as-a-Service. Care Solace will provide a software-as-a-service offering in the form of the Platform, through which OUSD and its Authorized Users will have access to the following services:

i. "Student Services Information Management" Services. Through various Platform modules, Care Solace will facilitate the creation, maintenance, and sharing of electronic health records and information relating to OUSD-enrolled students and mental health or other student health care provided to such students by OUSD and its employees, agents, and contractors.

ii. "Care Coordination" Services. Through the Platform's "**Warm Handoff®**" module, Care Solace will administer a screening and referral process, whereby OUSD-enrolled students in need of mental health or other health care or social services are identified and matched to treatment provider(s) or appropriate social service organizations.

b. Care Companion™ Services. Care Solace will provide OUSD-enrolled students and/or their parents or lawful guardians with telephone and email access to unlicensed administrative care coordinators ("**Care Companions**") who are trained in researching and addressing treatment provider availability and health insurance issues. Care Companions will support with the collection of insurance information and consent. Care Companions will be available to work directly with OUSD-enrolled students and/or their parents or lawful guardians 24 hours per day, 7 days per week, 365 days per year.

c. "All-in-One EHR" Billing Services. Care Solace shall facilitate submission of reimbursable claims to public and private payers via a third-party administrator for mental health or other health care services provided to OUSD-enrolled students by OUSD and its employees, agents, and contractors. Care Solace will assist OUSD with the submission of the School District provider roster related to Children and Youth Behavioral Health Initiative.

2. Care Solace is Not a Treatment Provider Nor a Crisis Response Team. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Care Solace acts solely as a coordinator by connecting Authorized Users to treatment providers. Care Solace is not a crisis response team. Care Solace does not represent, warrant or guarantee that treatment providers or community-based social services are of a particular quality. Care Solace shall not be liable for the quality of care provided by treatment providers or community-based social services.

3. OUSD designates Care Solace as a "school official" pursuant to 34 CFR § 99.31(a)(l)(i)(B) and as defined by the California Education Code for the limited purpose of providing Services.

EXHIBIT B - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**"), dated and effective as of July 1, 2025 ("**Effective Date**"), is by and between Oakland Unified School District, a California school district (hereinafter "**School District**" or "**Covered Entity**"), and Care Solace, Inc., a Delaware corporation (hereinafter "**Care Solace**" or "**Business Associate**"). School District and Care Solace may be referred to individually as "**Party**," or collectively as "**Parties**."

RECITALS

WHEREAS, the Parties have entered into a business relationship whereby Business Associate has been engaged to provide certain services to Covered Entity pursuant to a separate agreement (the "**Services Agreement**"), and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; the California Medical Information Act ("**CMIA**") to the extent the CMIA is not preempted by HIPAA or HITECH; and other applicable data privacy and security laws and regulations (collectively the "**Privacy and Security Regulations**");

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in the Privacy and Security Regulations shall have the same meaning as set forth in those laws. A change to the Privacy and Security Regulations which modifies any HIPAA-defined term or which updates the citation for the definition shall be deemed incorporated into this Agreement.

1.1 "**Breach**" means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "breach" does not include the exceptions described in 45 C.F.R. § 164.402(1).

1.2 "**Business Associate**" has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.3 "**Covered Entity**" has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.4 "**Data Aggregation**" has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.501.

1.5 "**Designated Record Set**" has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. §164.501.

1.6 "**HITECH**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

1.7 "**Individual**" has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.8 "**Protected Health Information**" and/or "**PHI**" has the meaning given to the term under HIPAA, including but not limited to, 45 C.F.R. § 164.103, and includes, without limitation, any PHI provided by Covered Entity to Business Associate as well as PHI created or received by Business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in this Agreement related to the use of PHI shall apply equally to electronic PHI ("**EPHI**").

1.9 "**Required By Law**" has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.103.

1.10 "**Secretary**" means the Secretary of the United States Department of Health and Human Services, or designee.

1.11 "**Services Agreement**" means the underlying agreement(s) that outline the terms of the services that Business Associate provides to Covered Entity.

1.12 "**Subcontractor**" has the meaning given to the term under HIPAA, including, but not limited to 45 C.F.R. § 164.103.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Request, Use, and Disclosure of PHI. Business Associate agrees that it will use and disclose PHI only in accordance with the terms of this Agreement or as is Required By Law. Business Associate acknowledges that it may use and disclose PHI obtained or created pursuant to the Services Agreement only if the use or disclosure is in compliance with each applicable requirement of HIPAA.

2.2 Permitted Requests, Uses, and Disclosures. Business Associate will not use or disclose PHI except for the purpose of performing Business Associate's obligations to Covered Entity as described in the Services Agreement, consistent with the requirements of HIPAA and this Agreement, and for other uses and disclosures permitted under this Agreement. Business Associate will not request, use, or disclose PHI in any manner that constitutes a violation of HIPAA. To the extent that Business Associate is carrying out any of Covered Entity's obligations under HIPAA, Business Associate will comply with all requirements of HIPAA that apply to a covered entity.

In accordance with 45 C.F.R. § 164.504(e)(4), Business Associate may request, use, or disclose PHI:

(a) as is necessary for the proper management and administration of Business Associate, or

(b) to carry out the legal responsibilities of Business Associate.

2.3 Business Associate may disclose PHI for these purposes, in accordance with the provisions of 45 C.F.R. § 164.504(e)(4)(ii), only if either:

(i) the disclosure is Required By Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom Business Associate discloses the PHI that the PHI will be kept confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Minimum Necessary Requirements. Business Associate will request, use, and disclose only the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary's guidance regarding interpretation of the term "minimum necessary."

2.4 Administrative, Physical, and Technical Safeguards. Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI other than as provided by this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI. Business Associate acknowledges that HIPAA provisions regarding administrative safeguards, physical safeguards, technical safeguards, and policies and procedures and documentation requirements at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner as to Covered Entity and Covered Entity. Business Associate will comply fully with these provisions of HIPAA.

2.5 Unusable, Unreadable, or Indecipherable PHI. Business Associate will, to the extent feasible, adopt a technology or methodology specified by the Secretary pursuant to 42 U.S.C. § 17932(h) that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

2.6 Agents and Subcontractors. Prior to making any permitted disclosures, Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to be bound by the same Privacy and Security Regulations that apply to Business Associate under this Agreement, including, but not limited to, those conditions relating to termination of the contract for improper disclosure. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such obligations.

2.7 Reporting of Illegal, Unauthorized, or Improper Uses or Disclosures. Business Associate will report to Covered Entity any Breach by Business Associate or its agents or subcontractors within thirty (30) calendar days of obtaining knowledge of the Breach. The initial notification, to the extent feasible, will include the identification of each individual whose PHI has been or is reasonably believed to have been accessed, acquired, disclosed, or used during the Breach. As requested, Business Associate will provide Covered Entity with additional information in its possession to enable Covered Entity to comply with its Breach notification obligations. Business Associate will implement a reasonable system for discovery of Breaches.

2.8 Mitigation of Harmful Effect. Business Associate will take commercially reasonable actions to mitigate any harmful effect of a Breach and adopt additional or improve existing safeguards to prevent recurrence.

2.9 Access to PHI. Business Associate will make PHI contained in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to Covered Entity for inspection and copying to enable a Covered Entity to fulfill its obligations under HIPAA. Business Associate will make PHI available for those purposes within ten (10) business days of receipt of a request from Covered Entity.

2.10 Amendments to PHI. Within ten (10) business days of receipt of a request from Covered Entity for an amendment of PHI or an Individual’s record contained in a Designated Record Set, Business Associate or its agents or subcontractors, if any, shall make such PHI available to Covered Entity for amendment and shall

incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate will notify Covered Entity in writing within ten (10) business days of the request. Any approval or denial of an amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. Upon the approval of Covered Entity, Business Associate shall appropriately amend the PHI maintained by it or its agents or subcontractors.

2.11 Accountings of Disclosures of PHI.

a. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures as necessary to fulfill Covered Entity's obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. Notwithstanding Section 4.3 below, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.11 for a period of seven (7) years after termination of the Agreement.

b. Within ten (10) business days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and any agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. If a request for an accounting is made directly to Business Associate or its agents or subcontractors, Business Associate will notify Covered Entity of the request within ten (10) business days of having received the request. Business Associate will make available to Covered Entity the information required to provide the requested accounting of disclosures. Business Associate will not make any accounting of disclosures directly to an Individual, unless required to do so by law.

2.12 Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity and Business Associate's compliance with HIPAA. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrent with providing the requested PHI to the Secretary. Upon request by Covered Entity, Business Associate will provide Covered Entity with a copy of the requested PHI.

3. COVERED ENTITY OBLIGATIONS

3.1 Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which Covered Entity is aware in Covered Entity's required notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.2 Notification of Restrictions on PHI Use or Disclosure. Covered Entity shall notify Business Associate of any restriction of which Covered Entity is aware regarding the use or disclosure of PHI that Covered Entity has agreed to or must comply with to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.3 Notification of Changes or Revocations of Permission. Covered Entity shall provide Business Associate with notice of any grant of, change to, or revocation of permission by Individual to use or disclose PHI within a reasonable period of time after Covered Entity becomes aware of such occurrence to the extent that such event may affect Business Associate's permitted uses or disclosures of PHI.

4. TERMINATION

4.1 Term and Survival. The term of this Agreement shall be effective as of the Effective Date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure, access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

4.2 Termination for Breach.

a. Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate, or any of Business Associate's agents or subcontractors, has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Business Associate's obligations under this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the material breach and terminate this Agreement if Business Associate has not cured the breach within thirty (30) calendar days of receiving written notice from Covered Entity.

b. Business Associate may immediately terminate this Agreement if Business Associate determines that Covered Entity has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Covered Entity's obligations under this Agreement. Alternatively, Business Associate may choose to provide Covered Entity with written notice of the material breach. At its discretion, Business Associate may terminate this Agreement if Covered Entity has not cured the breach within thirty (30) calendar days of receiving written notice from Business Associate.

4.3 Return or Destruction of PHI.

a. Upon termination of this Agreement for any reason, Business Associate shall return or, at Covered Entity's request, destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. If Business Associate destroys the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. This provision applies to PHI that is in the possession of agents or subcontractors of Business Associate. Business Associate will retain no copies of the PHI except as required by law.

b. If Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall explain to Covered Entity why conditions make the return or destruction of the PHI not feasible. Business Associate will retain the PHI, subject to all of the protections of this Agreement, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate maintains the PHI.

c. If Business Associate determines that it is infeasible to obtain from an agent or subcontractor any PHI in the possession of the agent or subcontractor or to destroy the PHI, Business Associate will provide Covered Entity written notification explaining why obtaining the PHI is infeasible. Business Associate will require the agent or subcontractor to extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as the agent or subcontractor maintains the PHI.

4.4 Termination of Services Agreement. If this Agreement is terminated for any reason, Covered Entity also may terminate the Services Agreement between the Parties. This provision shall supersede any termination provision to the contrary which may be set forth in the Services Agreement.

5. MISCELLANEOUS

5.1 References to HIPAA. A reference in this Agreement to a Section in HIPAA means the Section as in effect or as amended.

5.2 Compliance with Laws. Business Associate will comply with all applicable Privacy and Security Regulations.

5.3 Changes in Law. If any modification to this Agreement is Required By Law or any other federal or state law affecting this Agreement, or if either Party reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law or changing industry standards, the Party shall notify the other Party of such proposed modification(s) ("**Legally-Required Modifications**"). Such Legally Required Modifications shall be deemed accepted and this Agreement so amended, if the other Party does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver its written rejection of such Legally-Required Modifications.

5.4 Amendment. Except as permitted by Section 5.3, this Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by the Parties to this Agreement.

5.5 Waiver. No delay or failure of either Party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default. No modification of, addition to, or waiver of any right, obligation, or default shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

5.6 Remuneration in Exchange for PHI. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has received a valid authorization from the Individual or the exchange is otherwise permitted by law. As permitted by law, Covered Entity may provide remuneration to Business Associate for activities involving the exchange of PHI

that Business Associate undertakes on behalf of and at the specific request of Covered Entity pursuant to an agreement.

5.7 Assignment. Business Associate may not assign this Agreement without the prior express written consent of Covered Entity.

5.8 Limitations on Benefits of this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, or their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.9 Parties as Independent Contractors. The Parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

5.10 Notices. All notices must be in writing and addressed to the relevant Party at the addresses below, or to such other address such Party specifies in accordance with this Section. All notices must be personally delivered or sent prepaid by nationally-recognized courier or certified or registered mail, return receipt requested, or such other form of communication agreed upon between the Parties. Notice is effective upon receipt.

If to School District:
Oakland Unified School District
4727 San Pablo Ave
Emeryville, CA 94608
Attention: _____
Title: _____
Email: _____

If to Care Solace:
Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, California 92007

Attention: Chad Castruita

Email: chad.castruita@caresolace.org

5.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.12 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and shall supersede any other oral or written agreements, discussions, and understandings of every kind and nature, including any provision in any Services Agreement.

5.13 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Services Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Services Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Regulations and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Regulations, and applicable state laws

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument. Signature execution by facsimile or other electronic means will be considered binding.

5.15 Governing Law. This Agreement shall be governed by the laws of the State of California without respect to its conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Care Solace, Inc. (“Care Solace”)

Printed Full Name: Chad Castruita

Title: Chief Executive Officer

Signature: Chad Castruita

Date: 12-08-2025

Oakland Unified School District ("School District")

Printed Full Name: Sondra Aguilera

Title: Chief Academic Officer

Signature: Signed by: Sondra Aguilera B072CB8033AD406...

Date: 2/17/2026

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3SVEK-UK4A6-PLSQ8-4TAAP

DOCUMENT COMPLETED BY ALL PARTIES ON
08 DEC 2025 20:57:36
UTC

SIGNER	TIMESTAMP	SIGNATURE
CHAD CASTRUITA EMAIL CHAD@CARESOLACE.ORG	SENT 08 DEC 2025 19:47:05 VIEWED 08 DEC 2025 20:57:13 SIGNED 08 DEC 2025 20:57:36	 IP ADDRESS 76.167.190.71 LOCATION SAN DIEGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
08 DEC 2025 20:57:13

CARELON BEHAVIORAL HEALTH, INC.
AND

Oakland Unified School District

DATA USE AGREEMENT

AGREEMENT FOR DISCLOSURE AND USE OF CHILDREN AND YOUTH BEHAVIORAL HEALTH INITIATIVE DATA AND DOCUMENTS CONTAINING INDIVIDUAL AND PROVIDER-SPECIFIC INFORMATION

In order to exchange data and documents related to the Children and Youth Behavioral Health Initiative (hereinafter "CYBHI") statewide, multi-payer fee schedule, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, and Oakland Unified School District and/or its contractor on its behalf, Care Solace ("Contractor")(hereinafter, individually and collectively as the context may require, referred to as "LEA") and Carelon Behavioral Health, Inc. (hereinafter "Carelon") enter into this Data Use Agreement (hereinafter "Agreement") to comply with the following specific sections. This Agreement shall be binding on any successors to the parties (Carelon and LEA).

1. The Department of Health Care Services (hereinafter "DHCS") requires that its business associate, Carelon, must enter into a data use agreement with all participating LEAs and IHEs. This Agreement is by and between Carelon and LEA to commence on September 1, 2025 up to and through June 30, 2029 with the option to amend or modify only by a written instrument executed by both Carelon and LEA - Oakland Unified School District.

2. This Agreement addresses the conditions under which the parties will disclose, obtain and use CYBHI data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further those instructions or interpretations concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the applicable point of contact specified in Section 3.

3. The parties mutually agree that the following named individuals will be designated as "point- of- contact" for the Agreement:

Andrea Bustamante / ED CSSS	510 / 897-8000
LEA Contact Name and Title	LEA Contact Phone Number
andrea.bustamante@ousd.org	1011 Union Street, Oakland, CA 94607
LEA Contact Email Address	LEA Contact Mailing Address
Oakland Unified School District	510 / 897-8000
Contractor Name and Title	Contractor Contact Phone Number
andrea.bustamante@ousd.org	1011 Union Street, Oakland, CA 94607
Contractor Contact Email Address	Contractor Contact Mailing Address
Molly Roha-Fuentes, Director, Network Management	CYBHITPA@Carelon.com
Carelon Contact Name and Title	Carelon Contact Information

4. The parties mutually agree that the following specified Attachments are part of this Agreement:

    a. Attachment A: Data Files

5. The parties mutually agree, and in furnishing CYBHI data files hereunder each party relies upon such agreement, that such data file(s) will be used solely for the following purposes of exchanging data with each other as directed by DHCS in each party's respective agreements with DHCS. The parties have determined that the CYBHI data files listed in Attachment A is the minimum amount needed for these purposes.

6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of CYBHI data containing PHI or PI shall be subject to the provisions of 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 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, if applicable 42 CFR Part 2, and the provisions of other applicable federal and state law and to the extent applicable, Family Educational Rights and Privacy Act (FERPA). The parties specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 5 of this Agreement. Both parties also specifically agree they will not use the other party's data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than for the purposes as provided in this Agreement.

7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended:

    a. "Breach" shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.

    b. "Individually Identifiable Health Information" means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

    c. "Personal Information" (PI) shall have the meaning given to such term in Civil Code section 1798.29.

    d. "Protected Health Information" (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

    e. "Required by law, as set forth under 45 CFR section 164.103," means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court- ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

    f. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.

    g. "Unsecured PHI" shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.

8. Each party represents and warrants that, except as the other party shall authorize in writing, receiving party shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. Each party agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement, or Attachment A, and to those individuals on a need-to-know basis only. Neither party shall use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. Carelon shall not use the information to identify or contact any individuals other than is required for purposes of carrying out its obligations under the Agreement and/or its obligations to DHCS.
9. The parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CYBHI data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The parties also agree to ensure that any agents, including a subcontractor, to whom they provide CYBHI data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the parties with respect to such information.

10. Both parties acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law, if applicable 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. Each party also agrees to ensure that any agents, including a subcontractor, to whom they provide the other party's data, agrees to the same restrictions and conditions that apply to the receiving party with respect to such information.

11. Each party agrees to report to the other party any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery. Such reports shall include a description of the use or disclosure including what information was compromised, how it was compromised, when the use or disclosure occurred, how it was discovered, what steps receiving party has taken to mitigate harm, and what steps disclosing party has taken to prevent similar incidents in the future, plus any additional information requested by receiving party. Disclosing party shall provide such cooperation as receiving party may reasonably request in connection with investigating and responding to any CYBHI data disclosure issue.

12. Each party agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, each party shall observe the following requirements.

    a. Each party shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data; and
    b. Each party shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

13. From time to time, the disclosing party may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of the receiving party to monitor compliance with this Agreement. Receiving party shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the disclosing party in writing. When LEA is the receiving party, certification shall be made to Carelon's Privacy Officer. The fact that the disclosing party inspects, or fails to inspect, or has the right to inspect, receiving party's facilities, systems and procedures does not relieve receiving party of their responsibility to comply with this Agreement.

14. Each party acknowledges that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. Each party further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the receiving party, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

15. By signing this Agreement, the parties agree to abide by all provisions set out in this Agreement and for protection of the CYBHI data file(s) specified in this Agreement and in Attachment A, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, each party agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of CYBHI data may result in denial of access to CYBHI data.

16. This Agreement shall terminate at the time of the completion of the CYBHI or when terminated by one of the parties, and at that time all CYBHI data provided by the disclosing party must be destroyed by the receiving party and an affidavit of destruction sent to the disclosing party's representative named in Section 4, unless data has been destroyed prior to the termination date and an affidavit of destruction sent to disclosing party. All representations, warranties and certifications shall survive termination. Notwithstanding the above, CYBHI data may be retained by the receiving party in the following circumstances:

    a. As required by applicable local, state, federal, or international law, regulation, or policy that necessitates retention of certain CYBHI data for a specified period.
    b. In accordance with a litigation hold, in the event of actual or probable litigation.
    c. In observance of audit requirements that mandate CYBHI data availability for specified periods post-transaction.
    d. For archival purposes if deemed necessary for the continuance of the receiving party's business operations.
    e. As part of the receiving party's backup and disaster recovery procedures.
    f. To fulfill any obligations that are explicitly stated in this Agreement that require the retention of specific CYBHI data beyond the termination of the Agreement.
    g. To comply with any request by the disclosing party to the receiving party to retain specific CYBHI data for a particular period.

17. Termination for Cause. Upon a party's knowledge of a material breach or violation of this Agreement by the other party, the party may provide an opportunity for the other party to cure the breach or end the violation and may terminate this Agreement by giving written notice if the other party does not cure the breach or end the violation within the time specified by the non-breaching party. Non-breaching party may terminate this Agreement immediately if the other party breaches a material term and the non-breaching party determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, breaching party must destroy all PHI and PI in accordance with Section 16, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to the disclosing party.

18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement. The Agreement is effective upon signature by both parties (Carelon and LEA).

19. Agreement Signatures.

a. On behalf of LEA, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Oakland Unified School District

Signature of LEA/Company/Organization Authorized Representative

Dr. Denise Saddler

Printed Name of Authorized Representative

Interim Superintendent

Title of Authorized Representative

Date

LEA/Company/Organization Name

Oakland Unified School District

LEA NPI Number

LEA Tax Identification Number

LEA/Company/Organization Phone Number and Email Address

(510) 879-8000 / superintendent@ousd.org

LEA/Company/Organization Address

1011 Union Street, Oakland, CA 94607

LEA/Company/Organization City/State/ZIP

b. On behalf of Contractor, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein for the sole purpose of performing services under this Agreement on behalf of the LEA listed in 19.a.

Chad Castruita

Signature of Contractor Authorized Representative

Chad Castruita

Printed Name of Contractor Representative

CEO

Title of Contractor Representative

12-08-2025

Date

20. On behalf of Carelon the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of Carelon Representative

Carelon Representative Title

Approved as to form by:

Roxanne De La Rocha
OUSD Staff Counsel

12/3/202

Date

Data Use Agreement - Attachment A

CYBHI data files to be exchanged between the parties:

CYBHI Fee Schedule Data	Disclosing Party	Receiving Party	Transmit Method
Provider/Practitioner Roster (SPI) Data	LEA/IHE/Contractor	Carelon	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
Member Batch Registration Data	LEA/IHE/Contractor	Carelon	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
SPI Response Files	Carelon	LEA/IHE/Contractor	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
Claims (837 via Availity)	LEA/IHE/Contractor	Carelon	Availity/Clearinghouse (may vary)
Claims Remediation Files (999/277CA)	Carelon	LEA/IHE/Contractor	Availity/Clearinghouse (may vary)
Claims Payments (835 Files)	Carelon	LEA/IHE/Contractor	Automated Clearing House (ACH) Vendor (may vary)

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3SVEK-UK4A6-PLSQ8-4TAAP

DOCUMENT COMPLETED BY ALL PARTIES ON
08 DEC 2025 20:57:36
UTC

SIGNER	TIMESTAMP	SIGNATURE
CHAD CASTRUITA EMAIL CHAD@CARESOLACE.ORG	SENT 08 DEC 2025 19:47:05 VIEWED 08 DEC 2025 20:57:13 SIGNED 08 DEC 2025 20:57:36	 IP ADDRESS 76.167.190.71 LOCATION SAN DIEGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
08 DEC 2025 20:57:13

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Consultant Fingerprint/Criminal Background Check

TB Screening Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require approval by a Chief/Deputy Chief with delegated contract authority.

Tuberculosis Risk Assessment is required for all contractors who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one-time speaker.

To request this waiver, complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Care Solace, Inc.		
Originator Name	Mara Larsen-Fleming	Site/Department	922/CSSS
Which sites or locations will the contractor be working at? Remotely			
Waiver Requested:	☑ Fingerprint/Criminal Background Check	☑ TB Waiver	

TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils, and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name Andrea Bustamante Title: Executive Director, CSSS

OUSD Representative's Signature DocuSigned by: Andrea Bustamante 806EC2B9F1FE4AB... Date: 2/17/2026

Approval (Chief/Deputy Chief with delegated contract authority)

OUSD Representative's Name Sondra Aguilera Title: Chief Academic Officer

OUSD Representative's Signature Signed by: Sondra Aguilera B072CB8033AD406... Date: 2/17/2026

Care Solace® is a mental health care coordination service on a mission to improve access to quality mental health and substance use treatment regardless of the circumstances.

Care Solace currently Oakland Unified School District Community and over 750 other school districts, higher education organizations and cities in 34 states. Each of our district partners receive access to our three main services including: Care Loop®, our proprietary software for referral tracking and data analytics; Care Match®, our online tool for self-referrals; and Care Companions™, our coordination team for personalized assistance. All of our services are unlimited, confidential, accessible 24/7/365 and can be accessed in over 200 languages via phone or internet and do not require any special equipment or access speed.

Care Solace is a FERPA and HIPAA compliant care coordinating service that expands on OUSD's existing support structures and school staff capacity. We take on the burden of time-consuming care coordination to address needs that exceed the scope of school-based services including adult well-being so that staff can focus on providing direct services. We handhold students, staff, and their families through the chaos of navigating mental health systems to quickly find quality mental health care and substance use treatment matched to their specific needs, including language, location, severity of need, preferred treatment, income level, insurance, or lack thereof.

Oakland Unified students, staff and family members looking for mental health or substance use treatment can phone our Care Companion Team 24/7/365. They can also use any device with cell or internet access to access Care Solace's confidential navigation system, Care Match®, through the district's custom URL. This web-based, self-service portal allows any member of the Oakland Unified community to confidentially search in any language and match with providers from Care Solace's proprietary database of local and statewide mental health providers serving all pathways of care, including telehealth. Our system enables school staff to track the progress of their referrals and enables designated district administrators to access anonymized community-level data and analytics on community mental health needs and access to care.

In addition to mental health services care coordination, Care Solace provides community-based social services care coordination; student services information management services provided through various platform modules, whereby Care Solace will facilitate the creation, maintenance, and sharing of electronic health records and information relating to Oakland Unified School District-enrolled students and mental health or other student health care provided to such students by Oakland Unified School District's and its employees, agents, and contractors; and "All-in-One EHR" Billing Services, whereby Care Solace facilitates submission of reimbursable claims to public and private payers via a third-party administrator for mental health or other health care services provided to enrolled students by the district and its employees, agents, and contractors.

Care Solace is honored to continue to be a part of Oakland Unified School District's effort to improve mental health in its community and is uniquely equipped to provide an unlimited number of hours of support to provide equitable access to care.

ADDITRE-01 BWELTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2026

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

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

PRODUCER	CONTACT NAME:	
Snapp & Associates Insurance Services 3838 Camino Del Rio N. STE 310 San Diego, CA 92108	PHONE (A/C, No, Ext): (619) 908-3100	FAX (A/C, No):
	E-MAIL ADDRESS: Service@snappins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd	11000
INSURED	INSURER B : Hartford Fire Insurance Company	19682
Care Solace Inc. 120 Birmingham Dr, Ste 200 Cardiff By The Sea, CA 92007	INSURER C : At-Bay Specialty Insurance Company	19607
	INSURER D : Landmark American Insurance Company	33138
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		72SBAAZ9RNE	3/23/2025	3/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO			72SBAAZ9RNE	3/23/2025	3/23/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			72SBAAZ9RNE	3/23/2025	3/23/2026	AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		72WECAE0EM0	9/23/2025	9/23/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber Liability			AB670138003	3/23/2025	3/23/2026	Aggregate	3,000,000
D	Errors & Omissions			LHR865532	3/22/2025	3/23/2026	Occ $2M/Agg	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Operations of the named insured subject to the terms and conditions of the policy. Oakland Unified School District is named as additional insured with respects to the General Liability policy per the attached endorsement. 30* days' notice of cancellation, 10* days' notice of cancellation in the event of nonpayment of premium.

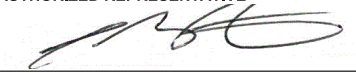
CERTIFICATE HOLDER

Oakland Unified School District
ATTN-Risk Management
1011 Union St, Site 987
Oakland, CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITRE-01 BWELTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2026

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

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

PRODUCER	CONTACT NAME:	
Snapp & Associates Insurance Services 3838 Camino Del Rio N. STE 310 San Diego, CA 92108	PHONE (A/C, No, Ext): (619) 908-3100	FAX (A/C, No):
	E-MAIL ADDRESS: Service@snappins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd	11000
INSURED	INSURER B : Hartford Fire Insurance Company	19682
Care Solace Inc. 120 Birmingham Dr, Ste 200 Cardiff By The Sea, CA 92007	INSURER C : At-Bay Specialty Insurance Company	19607
	INSURER D : Scottsdale Insurance Company	41297
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		72SBAAZ9RNE	3/23/2025	3/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO			72SBAAZ9RNE	3/23/2025	3/23/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			72SBAAZ9RNE	3/23/2025	3/23/2026	AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		72WECAE0EM0	9/23/2025	9/23/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber Liability			AB670138003	3/23/2025	3/23/2026	Aggregate	3,000,000
D	Directors & Officers			EKS3565678	3/23/2025	3/23/2026	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

Oakland Unified School District
ATTN-Risk Management
1011 Union St, Site 987
Oakland, CA 94607

CANCELLATION

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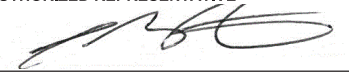
AUTHORIZED REPRESENTATIVE



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Policy Change:
Business Owner's Policy

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name:
Oakland Unified School District; ATTN-Risk Management, 1011 UNION STREET, SITE # 987, OAKLAND, CA 94607

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Premium associated with this Policy Change has pro rata factor 0.180.

Process Date: 01/16/2026 © 2018, The Hartford **Policy Expiration Date:** 03/23/2026
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