



Board Office Use: Legislative File Info.	
File ID Number	23-1490
Introduction Date	6/28/23
Enactment Number	23-1312
Enactment Date	6/28/2023 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Mara Larsen-Fleming, Director, Health and Wellness

Meeting Date June 28, 2023

Subject Memorandum of Understanding - No-Cost - East Bay Asian Youth Center - School-Based Health Center - Community Schools and Student Services Department

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services East Bay Asian Youth Center to Operate School Based Health Centers

Term Start Date: July 1, 2023 End Date: June 30, 2027

Not-To-Exceed Amount \$0 No Fiscal Impact

Competitively Bid No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions N/A

Funding Source(s) N/A. No-cost agreement.

Background Through its school-based health centers, East Bay Asian Youth Center partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. East Bay Asian Youth Center will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

Attachment(s) Memorandum of Understanding – No-Cost with East Bay Asian Youth Center

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL
DISTRICT AND **East Bay Asian Youth Center**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District and East Bay Asian Youth Center (EBAYC) pertaining to the operation of Shop 55 Wellness Center at Oakland High School.

WHEREAS, EBAYC's services or program described in this MOU will be provided at no out of pocket cost to OUSD students served through the Shop 55 Wellness Center, or their parents (though providers may bill third party insurance to cover the cost of services provided); and

BOTH PARTIES HEREBY enter into this MOU to enable EBAYC to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. SCOPE OF SERVICES

Through its school-based health center, East Bay Asian Youth Center partners with Oakland High School to help meet the health education and youth development needs of the students, as well as coordinate medical health, dental health, and mental health services through the Shop 55 Wellness Center. East Bay Asian Youth Center will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care. Delivery of the following services is dependent on the availability of funding to sustain services,

A. School-based health centers will provide the following services:

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental Screening and Treatment
6. Health education and health promotion for students and families
7. Youth development programs
8. Case management, including appropriate follow-up and referrals to health and social service providers

B. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

Oakland High School: 1023 MacArthur Blvd., Oakland, CA 94610

C. For the term of this MOU, the expectations or goals that are in agreement with the program's

services are:

1. Develop student's social health/skills
2. Improve student's emotional health
3. Improve student's physical health
4. Help ensure, create, and/or sustain safe, healthy and supportive schools
5. Create accountability for quality
6. Help create full service community schools in OUSD

III. EBAYC RESPONSIBILITIES

A. **Policies**-Ensure that all EBAYC personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**-No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, EBAYC, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**-It is the policy of OUSD that in connection with EBAYC services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, EBAYC agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**- EBAYC shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. EBAYC shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. EBAYC agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**- EBAYC shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
5. **Field Trip Policy**: Field Trips, Off Site Events and Off Site Activities- EBAYC shall complete the OUSD field trip application for any field trips and/ or off site events and/or off site activities that take place during the school day. EBAYC shall provide each Site Administrator with a schedule of all field trips and/ or off site events and/or off site activities that take place outside of the school day (i.e., after school, weekends, summer).
6. **Sexual Health Education**: CONTRACTOR shall have all classroom based Sexual Health Education reviewed and approved by OUSD before providing in class instruction.

B. Required Documents-Ensure that all EBAYC personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code section 45122.1; and (c) taken a

tuberculosis test.

Contractor shall utilize an outside vendor to conduct background checks on all of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") in the School-Based Health Centers regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor, who may have contact with District pupils in the course of providing services pursuant to this MOU. This background check includes:

1. Social Security Number Trace;
2. Felony/Misdemeanor Conviction Search (applicant's county of residence);
3. Employment Verification;
4. Education Verification;
5. Professional License Verification;
6. DHHS/OIG Cumulative Sanction/Excluded Parties List Search; and
7. GSA Excluded Party/Debarment List Search.
8. Live scan

Contractor certifies that the background check has determined that none of those Employees has been convicted of a felony as that term is defined in Education CODE section 45122.1.

C. Insurance- Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where EBAYC provides programs/services with at least \$1M in coverage per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage and furnish certificate of said insurance to OUSD.

1. Contractor shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. Contractor shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached.
3. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against the Contractor. The policy shall protect Contractor and the District 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.

D. Communication-Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that EBAYC services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in EBAYC's program.

E. Confidentiality- CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD or without the consent of the student, and/or eligible student and/or guardian, as provided for under HIPAA, FERPA and other applicable privacy regulations. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made. CONTRACTOR and OUSD will refer to the School-Based Health Center Guidelines for Patient Information Sharing document.

F. Site-Based Agreements- EBAYC shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

IV. OUSD RESPONSIBILITIES

A. Work Location/Space-Provide suitable, accessible on-site work space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the CONTRACTOR, at no expense to the CONTRACTOR. Provide and inspect smoke detectors and fire extinguishers, in accordance with Title 19 of the California Code of Regulations, Include CONTRACTOR staff in school fire inspections, site safety and disaster plans, in the same manner as OUSD employees. Supply heat and electrical power to each school-based site at no expense to CONTRACTOR.

B. Maintenance-Provide necessary services to maintain this space, in accordance with OSHA and OSHA 3 standards, including janitorial services, maintenance, utilities, and technology support, in a manner satisfactory to the CONTRACTOR: Clean facility, including restrooms, exam rooms and common areas daily when the clinic is open at the level of service required by OSHA and provided to the OUSD's public schools at no expense to CONTRACTOR.

C. Data-Ensure that EBAYC has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with EBAYC's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s). Parties agree to execute any District authored data sharing agreement necessary for compliance with this Section.

D. **COMMUNICATIONS**-Provide sufficient telephone, facsimile and data lines for the operation of each school- based site at no expense to CONTRACTOR.

V. DURATION

The term of this MOU is from 07/01/2023 to 06/30/2027.

VI. TERMINATION

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. HOLD HARMLESS/INDEMNITY

A. To the furthest extent permitted by California law, CONTRACTOR 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 CONTRACTOR's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, CONTRACTOR, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement. CONTRACTOR 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 CONTRACTOR proposes to defend OUSD Indemnified Parties.

B. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CONTRACTOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("CONTRACTOR 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend CONTRACTOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

CONTRACTOR:

Contractor Signature :

Print Name, Title :

David K. Shiba, Executive Director

Date:

May 31, 2023

OAKLAND UNIFIED SCHOOL DISTRICT:

Sponsoring Department or Site Principal: Sondra Aguilera, Chief Academic Officer

Sondra Aguilera
Signature

6/2/2023
Date

OUSD Superintendent : Kyla Johnson-Trammell

Kyla Johnson-Trammell
Signature

6/29/2023
Date

Board of Education President : Mike Hutchinson

Mike Hutchinson
Signature

6/29/2023
Date

Approved as to form and procedure by:

OUSD Staff Counsel: Roxanne De La Rocha

Roxanne De La Rocha
Signature

05/24/2023
Date