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Enactment Number	20-1562
Enactment Date	10/28/2020 os



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Mara Larsen-Fleming, Director, Health and Wellness
Board Meeting Date October 28, 2020
Subject Memorandum of Understanding and COVID Amendment with La Clinica de La Raza to Operate School Based Health Centers

Action Requested and Recommendation Approval of Memorandum of Understanding with La Clinica de La Raza to Operate School Based Health Centers.

Background

(Why do we need these services? Why have you selected this vendor?)

Through its school-based health centers, La Clinica partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. La Clinica 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.

Discussion

Approval by the Board of Education of Memorandum of Understanding between the District and La Clinica de La Raza, San Rafael, CA, for the latter to operate the following school based health centers: Hawthorne School-Based Health Center, serving Urban Promise Academy, World/ Achieve Charter Schools as well as Bella Vista Elementary School, Bridges Academy, East Oakland Pride Elementary School, Franklin Elementary School, Garfield Elementary School, Greenleaf Elementary School, Manzanita Community School, Martin Luther King, Jr. Elementary School, New Highland Academy, and Prescott Elementary School; Havenscourt Health Center, serving Coliseum College Preparatory Academy, Community United Elementary School and Futures Elementary School; Roosevelt Middle School Health Center, serving Roosevelt Middle School and Garfield Elementary School; Tiger Clinic, serving Fremont High School; TechniClinic, serving Oakland Technical High School, Oakland International High School and Emiliano Zapata Street Academy; Youth Heart Health Center, serving Dewey Academy, La Escuelita Elementary School, MetWest High School and United Nations CDC; and provide services to Community Day School, Fruitvale Elementary School, Garfield Elementary School and Manzanita Elementary School, as delineated in the Scope of Work, incorporated herein by reference as though fully set forth, for the Health and Wellness unit of the Community Schools and Student Services Department, for the term July 1, 2019 to June 30, 2023, at no cost to the District.



Fiscal Impact

No Fiscal Impact

Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
LA CLÍNICA DE LA RAZA**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and La Clínica de La Raza, Inc. ("La Clínica") ("CONTRACTOR").

WHEREAS, the CONTRACTOR's services described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

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

II. SCOPE OF SERVICES

Through its school-based health centers, La Clínica partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. La Clínica 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.

A. La Clínica school-based health centers will provide the following services:

1. Mental health counseling
2. Physical exams/sports physicals
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STI screening and treatment
5. Dental Screening and Treatment at Havenscourt Health Center and Roosevelt Middle School Health Center
6. Mobile dental screening and treatment at Fruitvale Elementary, Garfield Elementary, and Manzanita Elementary through Oral Health Initiative dental program
7. Vision exams and treatment for Alameda County residents ages 3-21 (provided at Youth Heart Health Center only)
8. Health education for students and families
9. Youth development programs
10. Professional development for school staff
11. Outreach to youth and their families
12. Community-wide health promotion events and activities
13. Case management, including appropriate follow-up and referrals to health and social service providers on and off site.

B. Unless otherwise agreed to in writing by the parties, the School(s) served by this MOU include the following:

SCHOOL-BASED HEALTH CENTER	ADDRESS	SCHOOLS SERVED & ADDRESS
Hawthorne School-Based Health Center	1700 28 th Ave. Oakland, CA 94601	- Urban Promise Academy: 3031 East 18 th St., Oakland, CA 94601 - WORLD/ACHIEVE Charter Schools: 1700 28 th Ave., Oakland, CA 94601 - Additional OUSD schools include: Arise, Ascend, Bancroft, Bellavista, Bridges Academy, East Oakland Pride, Franklin, Garfield, Lazear, Greenleaf, Manzanita, Martin Luther King Jr., New Highland Academy, Oakland Charter, and Place@Prescott
Havenscourt Health Center	1390 66 th Ave. Oakland, CA 94621	- Coliseum College Prep Academy: 1390 66 th Ave., Oakland, CA 94621 - Futures Elementary: 6701 International Blvd., Oakland, CA 94621

Roosevelt Middle School Health Center	1926 19 th Avenue, Oakland, CA 94606	- Community United Elementary: 6701 International Blvd., Oakland, CA 94621 - Roosevelt Middle School: 1926 19 th Avenue, Oakland, CA 94606 - Garfield Elementary: 1640 22 nd Avenue, Oakland, CA 94606
Tiger Clinic	4610 Foothill Blvd., Oakland, CA 94601	- Fremont High School: 4610 Foothill Blvd., Oakland, CA 94601
TechniClinic	4351 Broadway, Oakland, CA 94611	- Oakland Technical High School: 4351 Broadway, Oakland, CA 94611 - Oakland International High School: 4521 Webster St., Oakland, CA 94609 - Street Academy: 417 29 th St., Oakland, CA 94609
Youth Heart Health Center	286 East 10th Street 1st floor Oakland, CA 94606	- Dewey Academy High School: 1111 2nd Ave., Oakland, CA 94606 - La Escuelita Elementary School: 1050 2 nd Ave., Oakland, CA 94606 - Metwest High School: 314 East 10 th St., Oakland, CA 94606 - United Nations CDC: 1025 4 th Ave., Oakland, CA 94606

Additional schools served/services provided by La Clinica de La Raza:

- Community Day School: 4917 Mountain Blvd., Oakland, CA 94619
- Fruitvale Elementary: 3200 Boston Ave., Oakland, CA 94602 (Dental)
- Garfield Elementary: 1640 22nd Ave, Oakland, CA 94606 (Dental)
- Manzanita Elementary School: 2409 East 27th St., Oakland, CA 94601 (Dental)

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

- Develop students' social, emotional, and physical health
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD

III. CONTRACTOR RESPONSIBILITIES

- A. **Policies**—Ensure that all CONTRACTOR 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, contractors, or subcontractors are to use drugs at these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's 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, the CONTRACTOR agrees to comply with applicable Federal and California laws.
 3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR 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. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act (FERPA)**—CONTRACTOR 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 – CONTRACTOR 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. CONTRACTOR 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.
 7. **Oral Health Initiative Dental Program:** CONTRACTOR shall provide mobile dental services at Fruitvale Elementary, Garfield Elementary, and Manzanita Elementary. Services are provided in various classrooms during the hours of 8AM-5PM Monday-Friday, not to exceed 20 hours per week at each school site.
- B. **Required Documents**—Ensure that all CONTRACTOR 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; and (c) taken a tuberculosis test.
 - C. **Insurance**—CONTRACTOR shall provide evidence of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence including coverage for claims of sexual abuse and molestation, sexual misconduct, harassment, bodily injury and property damage. The coverage shall name OUSD as an additional insured and CONTRACTOR shall furnish certificate of said insurance to OUSD.
 - D. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the CONTRACTOR's ability, that the CONTRACTOR'S 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 the CONTRACTOR'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**—CONTRACTOR 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. **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.
- D. **Data**—Ensure that CONTRACTOR has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with the CONTRACTOR's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

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 07/01/2019 to 06/30/2023.

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**

Each party to this MOU agrees to indemnify and hold harmless the other party for and from any claims, causes of action; or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

CONTRACTOR


Contractor Signature

Date: 11/26/2019

Jane Garcia, CEO
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT


Kyla Johnson-Trammell, Superintendent

Date: 10/29/2020

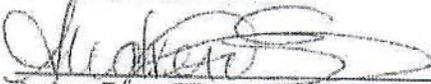

Aimee Eng, Board of Education President
Jody London

Date: 10/29/2020

Sponsoring Department of Site Principal

Date: _____

Approved as to form:


Andrea Epps, Office of the General Counsel

Date: 10/1/19

VendorID: 002459

Vendor Name: La Clinica de la Raza

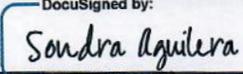
COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [La Clinica de la Raza] ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. Electronic Signatures. This Amendment and all future amendments and supplements to the 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 of the parties 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. This section constitutes a waiver by each party of 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.

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:

 8/24/2020
 Chief or Deputy Chief
 Sondra Aguilera
 CAO

Print Name, Title

CONTRACTOR

Jane Garcia
Digitally signed by Jane Garcia
 DN: cn=Jane Garcia, o=La Clínica de La Raza,
 ou=CBO, email=jgarcia@laclinica.org, c=US
 Date: 2020.07.07 13:06:37 -0700
 Contractor Signature
 Jane Garcia, CEO

Print Name, Title


 10-29-2020
 Jody London
 Date
 President


 10-29-2020
 Kyla Johnson-Trammell
 Date
 Secretary

Previously approved as to form by OUSD General Counsel



LACLI-1

OP ID: NI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2019

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 Suhr Risk Services 910 E. Hamilton Ave. Suite 410 Campbell, CA 95008 Peter Leary, MBA, CISR, CRIS	408-510-5440		CONTACT NAME: _____	
			PHONE (A/C, No, Ext): 408-510-5440	FAX (A/C, No): _____
		E-MAIL ADDRESS: _____		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nonprofits Ins. Alliance of CA		10023
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED
 La Clinica de La Raza, Inc.
 PO Box 22210
 Oakland, CA 94623-2210

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEE OTHER COV'S GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		201927061NPO	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ INCLUDED
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			201927061NPO	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201927061UMB	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	D&O / EPL \$10,000 Deductible			201927061DONPO	03/31/2019	03/31/2020	Each Act 1,000,000 Aggregate 2,000,000

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

Certificate holder is named as additional insured as per attached endorsement form CG2026.

RE: All California Operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

OAKLA10

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway Suite 440
 Oakland, CA 94607

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

Mike Tanya

NOTEPAD

INSURED'S NAME La Clinica de La Raza, Inc.

LACLI-1
OP ID: NI

PAGE 2
Date 03/26/2019

Improper Sexual Conduct Liability is included in the General Liability policy which includes abuse, molestation, sexual and assault.
General Aggregate Limit - \$1,000,000
Each Claim Limit - \$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



a california health center

La Clínica de La Raza, Inc.

Mailing Address: Post Office Box 22210 Oakland, CA 94623 • Tel 510-535-4000 • Fax 510-535-4189 • www.laclinica.org

Statement of Qualifications – La Clínica de La Raza, Inc.

Overview

La Clínica de La Raza, Inc. (La Clínica) is a Federally Qualified Health Center that reduces barriers to health care by providing high-quality, accessible health services that are culturally and linguistically responsive. La Clínica is one of the largest nonprofit health services systems in Northern California, serving over 90,000 patients annually at 35 sites in Alameda, Contra Costa and Solano Counties. In 2018, 93% of clients earned less than 200% of the Federal Poverty Level (FPL). Additionally, over 10% of La Clínica's patients ages 0-17 were uninsured, and over 31% of patients 18 years or older were uninsured.

La Clínica has provided culturally responsive services to students at elementary, middle and high schools for over 25 years at its School-Based Health Centers (SBHCs). La Clínica has worked closely with school partners to expand the reach and scope of school health services and currently operates eight SBHCs in Oakland and San Lorenzo.

SBHCs bring culturally and linguistically responsive services directly to youth at their campus and La Clínica's SBHC services include primary medical care, family planning, immunizations, care for chronic illness, onsite dental services (three sites), onsite vision services (one site), individual and group behavioral health services, and clinical health education. La Clínica is uniquely well positioned to reach students that otherwise face barriers to care that range from cost to lack of insurance to difficulty with transportation and concerns about confidentiality. Through building strong partnerships with school staff and providers, La Clínica's SBHCs are able to identify and serve students who are of the highest need.

Engaging youth in services that can positively impact their health requires consistent and deliberate outreach and an environment where adolescents feel welcomed, comfortable and acknowledged. La Clínica brings strong experience providing culturally and linguistically responsive services to diverse youth populations; direct service staff are bilingual and bicultural. Services are designed for adolescent patients: this means that youth are enrolled in multiple services to meet their range of needs; receive comprehensive assessments and health education counseling as part of their regular health care services; and are linked to onsite individual and group based health education that focuses on topics like nutrition and healthy relationships.

La Clínica de La Raza Fruitvale Village 510-535-4000 • San Antonio Neighborhood Health Center 510-238-5400 • Clínica Alta Vista 510-535-6300 • Family Optical 510-535-5500
La Clínica de La Raza Dental 510-535-4700 • Casa del Sol 510-535-6200 • La Clínica de La Raza WIC Program 510-535-4100 • La Clínica Julian R. Davis Pediatrics 510-542-0918
LCDLR Community Health Education 510-535-4130 • La Clínica Dental at Children's Hospital Oakland 510-428-3316 • La Clínica Pittsburg Medical 925-431-2100
La Clínica Pittsburg Dental 925-431-1250 • La Clínica Oakley 925-776-8200 • La Clínica Monument 925-363-2000 • La Clínica Vallejo 707-556-8100
La Clínica Vallejo Dental 707-558-2000 • La Clínica Vallejo Great Beginnings 707-645-7316 • La Clínica North Vallejo 707-641-1900
School-Based Health Centers: Hawthorne Elementary School 510-535-6440 • Havenscourt Middle School 510-639-1981 • Roosevelt Middle School 510-535-2893
Fremont High School 510-434-2001 • Oakland Tech High School 510-450-5421 • San Lorenzo High School 510-317-3167
Fuentes Wellness Center 510-481-4554 • Youth Heart Health Center 510-879-1568 • Elsa Widenmann Health Center 707-856-8921 ext. 5655

Services

La Clínica is a premier community health center, rooted in the concepts of wellness, prevention and patient-centered care. La Clínica coordinates and connects its patients to a broad network of services and strives to treat the whole person to improve and maintain their health and well-being. La Clínica's SBHC services include the following:

- Primary care medical services for youth
 - Physical exams
 - Immunizations
 - Laboratory testing
 - Prescriptions
 - Fitness and nutrition promotion
 - Management of chronic illnesses
- First Aid and Urgent care
- Family planning services
 - Birth control and safe sex education
 - Diagnosis and treatment of sexually-transmitted and other infections
 - HIV testing
- Peer health education and leadership programs
- Dental exams and services
- Vision services
- Referrals to specialty care as needed
- Behavioral health care services
 - Brief counseling
 - Crisis intervention
 - Case management linkage & referrals
 - Counseling support/education groups
- Insurance eligibility/enrollment
- Tobacco Cessation Counseling
- Peer health education
- Health Care Career mentorship opportunities for youth

Contact

For more information about La Clínica de La Raza or its services, please contact:

Name: Amy Blackshaw, SBHC Department Manager

Phone: 510-879-1572

Fax: 510-535-4189

Website <http://www.laclinica.org/>

Address: La Clínica de La Raza Inc. | P.O. Box 22210, Oakland, CA 94623-2210 |



a californiah^hcenter

La Clínica de La Raza, Inc.

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September 12, 2019

Mara Larsen-Fleming, MPP, MPH
Director, Health & Wellness, Community Schools & Student Services
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607

RE: Tuberculosis and fingerprint clearance for La Clínica employees

Dear Ms. Larsen-Fleming,

This letter is provided to verify that all La Clínica de La Raza employees that work at OUSD have passed fingerprint review by CA DOJ and FBI and Tuberculosis (TB) testing requirements. Proof of fingerprint and TB test passage will be available upon OUSD's request.

Sincerely,

Jane García
Chief Executive Officer

**La Clínica de La Raza's
School-Based Health Center Guidelines for Patient Information Sharing**

The purpose of this document is to improve care coordination for patients/students by clarifying how and when La Clínica de La Raza's (La Clínica's) School-Based Health Center (SBHC) staff may share health information with Oakland Unified School District (OUSD) staff in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

Background and Challenges

La Clínica is a federally qualified health clinic that operates six SBHCs across OUSD. La Clínica's SBHCs are required to protect student health information and records under HIPAA. Under HIPAA, La Clínica SBHC staff may disclose protected health information (PHI) to OUSD health care providers (e.g. OUSD school nurse) who are directly involved in the student's treatment. Even in those instances, SBHCs may only disclose the minimum necessary amount of information for treatment and/or care coordination to accomplish the specific task or request. As non-school district providers, La Clínica's SBHC staff is subject to HIPAA federal confidentiality laws, not Family Educational Rights and Privacy Act (FERPA) laws. HIPAA explicitly states that its rules do not apply to health information held in education records subject to FERPA, and therefore, FERPA and HIPAA cannot apply to the same records at the same time. For this reason, health records and other health information created and maintained by La Clínica's SBHCs are not "educational records" and are not subject to FERPA.

SBHC staff strives to balance legal and ethical responsibilities to safeguard the health, safety and privacy of patients. As such, SBHC staff are legally mandated to safeguard students' health information. One exception that allows SBHC staff to disclose PHI to others not directly involved in their treatment or care of the student is when there is a serious and imminent threat to the health and safety of the patient or others. If a patient has made a credible threat to inflict serious and imminent bodily harm on one or more persons is an example of a serious threat. One of the key principles of HIPAA is to protect patients' health information by limiting the uses and disclosures that may be made without patient written authorization. La Clínica's belief is that by complying with HIPAA, students will feel confident that their information is sufficiently safeguarded, and thus may feel more open to discuss sensitive information with clinicians and ultimately this will increase access to preventative health services which will have positive long lasting health and academic benefits.

In circumstances when a student presents a serious and imminent risk to themselves or to others, SBHCs have the legal right and obligation to disclose necessary protected health information to an individual they believe can help prevent or lessen the serious and imminent threat (e.g., if a student discloses that s/he plans on seriously injuring someone on-campus).

Although HIPAA confidentiality laws greatly limit what La Clínica SBHC staff may legally share with OUSD staff, SBHC staff supports the OUSD Full Service Community Schools model and will continue to encourage students to engage with caring adults on school campuses. La Clínica's SBHCs are also committed to maintaining strong working relationships and sharing resources, when appropriate, with on-campus partners to support the health and academic needs of all students.

Frequently Asked Questions

What are the different types of consent?

SBHCs will typically see student patients under their **parent or legal guardian's consent**, but there are also instances when the SBHCs see patients who self-consent for treatment under a **minor consent status**. Therefore, depending on the status, as referenced above, a signed Authorization to Release Health Information form (release form) will be needed from the parent or legal guardian or the minor, to access or disclose protected health information.

Is it appropriate for SBHC staff to disclose to OUSD staff why a student left campus in an ambulance and/or why a Detention of Mentally Disordered Persons for Evaluation and Treatment (5150) was issued?

Absent any serious and imminent threat to the health or safety of the student or others, without prior written consent from the individual's parent/guardian or from the minor, SBHC staff may not disclose health information related to a hospitalization, 5150 or any other health service that requires the student to be transported off campus in an ambulance.)

Nevertheless, SBHC staff recognizes that in many instances, school staff can play an important role in assisting a student transition back into the classroom after a hospitalization. For that reason, in 2017, new language was added to both the SBHC Ambulance and SBHC 5150 protocols, including scripts. Moving forward, SBHC staff will explain to the parent/guardian that the school does not know the reason the student was transported off campus and will ask permission to disclose this information to appropriate school staff. The intent of sharing this information with school staff is to provide the school with ample time to prepare any necessary accommodations to support the student upon their return to campus. However, if the parent/guardian does not consent or is unable to be reached, or the student who is being seen under minor consent status does not consent to the disclosure, SBHC staff will only provide school staff with the name of the student who is transported off campus.

In rare circumstances, when a clinical assessment indicates that a student may cause serious harm to himself/herself and is an imminent threat to others, SBHC staff may disclose relevant protected health information to appropriate OUSD staff who are in a position to help prevent or lessen the serious and imminent threat (e.g., if a student discloses a plan to seriously injure an individual on campus).

What Information can SBHC staff share at the Coordination of Services Team (COST) meetings?

SBHC Integrated Behavioral Health Clinicians (IBHCs), who are also active COST members and receive behavioral health referrals, are only able to provide limited information to COST members. Specifically, IBHCs can acknowledge that they have seen a student that was referred to the SBHC by the COST team and may also inform the COST team whether the student:

- 1) Accepts or denies treatment;
- 2) Linked to outside care services; or
- 3) Has non-health related needs (e.g., "student could benefit from more math tutoring", "student would like to register for volleyball").

Under HIPAA, PHI or other specific health information may only be shared if the IBHC or another SBHC staff member (i.e., health educator, clinic supervisor, etc.) have received prior written authorization from the parent/guardian or the minor, as applicable, to disclose the requested health information.

IBHCs and other SBHC staff are not permitted to disclose any Protected Health Information (PHI) for behavioral health patients/students who are not referred from COST (i.e., students linked to behavioral health services by a medical provider, a parent referral or a self-referral) without a signed Authorization to Release Health Information form.

SBHC staff may share de-identified, aggregate data regarding the total number of students seen by each health service line, regardless of how the student is referred for services.

Is SBHC staff allowed to complete the Community Schools Student Services Student Transition Worksheet?

SBHC staff may complete the Community Schools Student Services Student Transition Worksheet only after written authorization is given from the parent/guardian or from the minor, as applicable. SBHC staff will attempt to secure consent from the appropriate individual and document consent in the health record. Without prior written consent, it is only permissible for the IBHC to complete the basic information on the form which is the name, grade and school. The IBHC will also include their own contact information on the form and a note that states the IBHC may be contacted by other health care providers directly involved in the patients care for additional information. Any other information provided on the form without prior consent will result in a HIPAA violation. In this capacity, SBHCs will make a concerted effort to help patients stay connected to care and receive ongoing behavioral health support as they transition from elementary to middle and middle to high school.

Can OUSD and SBHC staff discuss student health information through email?

Basic coordination of care information may be emailed to OUSD staff without a signed Authorization to Release Health Information form (release form). Examples of information that can be shared without a release form include:

- 1) Following up from a COST referral to say, "clinician connected with this student" or "student declined services;" or
- 2) Following up with non-health related information, such as "This student would like to register for volleyball," or "This student could use additional math tutoring."

More information, as appropriate, may be provided with a signed release form.

All SBHC email communications containing any PHI must be sent using encryption software. La Clínica's IT department is currently reviewing software options that can be used to facilitate this form of communication for basic coordination of care. La Clínica anticipates that the encryption software will be implemented and ready for use by OUSD and SBHC staff by Fall 2017.

Can SBHC staff enter Protected Health Information (PHI) into an online worksheet (e.g., COST tracking form)?

No, SBHC staff is not authorized to enter PHI into online worksheets like the COST tracking form or Google Docs. Storing or transporting any PHI must abide by the same level of security standards required by HIPAA that are in place at the La Clínica agency wide. Programs like Google Docs do not have or meet La Clínica's encryption standards, and are believed to be more susceptible to accidentally being shared or accessed with non-authorized users.

Can SBHC staff provide a list to OUSD staff of all the students who are receiving behavioral health services?

No, HIPAA does not allow SBHC staff to provide lists of patients with PHI, such as corresponding ailments. However, SBHC staff may share de-identified, aggregate data regarding the total number of students seen by each health service line, regardless of how the student is referred for services.

Will SBHC staff inform OUSD staff when a crime is reported by the clinic?

SBHC staff will report all crimes to appropriate authorities, as required by law. If a crime occurs on school campus, SBHC staff may provide pertinent information, which may include PHI, to appropriate OUSD staff as long as it does not compromise the privacy, health and safety of any SBHC patients or others. Additionally, SBHC staff may disclose information if the crime poses a direct physical risk to another student, staff member or others on campus (e.g., a student is armed with a weapon and has threatened to kill others on campus).

If SBHC staff reports a crime that occurred off campus, SBHC staff is not permitted to disclose information to OUSD without prior authorization from the parent/guardian or the minor patient (for minor consent services).

How does SBHC staff interact with the School Resource Officers (SROs)?

In general, SBHC staff will disclose Protected Health Information (PHI) to SROs when there is a signed release form in place.

SBHC staff may disclose information under the following circumstances:

- 1) When PHI serves as critical evidence for a serious crime that occurred on campus.
- 2) When unauthorized disclosure of PHI to law enforcement is required by law.

SBHC staff will either collaborate with SROs staff or the Oakland Police Department, depending on who responds to the clinic first, when a 5150 needs to be issued.

Will SBHC staff alert OUSD staff if a student is under the influence of alcohol or drugs?

No, HIPAA does not allow SBHC staff to share any protected health information with the school staff without prior written consent. However, SBHC staff will attempt to work with the student or family, as appropriate, by offering a warm handoff to the SBHC integrated behavioral health clinician or by trying to link the student to appropriate substance abuse services on campus or in the community.

To promote a healthy school environment, SBHC staff will share general trends of information when SBHC clinicians observe an increase in a specific drug use or harmful behavior among the student population.

Can SBHC staff inform OUSD staff when a student is pregnant?

Absent any serious or imminent threat to the health or safety of the student or others, HIPAA does not allow SBHC to share any protected health information with the school staff without prior written consent. In most cases, the parent/guardian must provide consent. For minor consent services, the student must consent to share information about the pregnancy.

Can SBHC staff acknowledge that a student is in the clinic so that their absence can be excused?

Yes, SBHC staff can provide the school with a signed note or verbal confirmation that a student was at the clinic and confirm the time the student arrived and left the clinic. The SBHC staff is not able to provide any specific information regarding the type of services that were provided to the student while in the clinic.

SBHCs are committed to helping students succeed in the classroom and reducing absenteeism. SBHC staff makes every effort to schedule SBHC appointments during time periods that will cause minimal disruption for students and teachers. When a student misses core academic classes for appointments, SBHC staff can collaborate with teachers to create a balanced schedule to meet the student's academic and health needs.

Can SBHC staff inform OUSD staff why a student is in the clinic?

No, HIPAA does not allow SBHC staff to share any protected health information with the school staff without prior written consent. In most cases, the parent/guardian must provide written consent. For minor consent services, the student must consent to share information.

SAM Search Results
List of records matching your search for :

Search Term : la clinica de la raza*
Record Status: Active

ENTITY	LA CLINICA DE LA RAZA, INC.	Status: Active
DUNS: 070159157	+4:	CAGE Code: 49WG9 DoDAAC:
Expiration Date: 09/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1515 FRUITVALE AVE		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94601-2322	Country: UNITED STATES	