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Board Cover Memorandum

To Board of Education

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

Meeting Date June 30, 2021

Subject Memorandum of Understanding – Children’s Hospital & Research Center Oakland dba UCSF Benioff Children’s Hospital Oakland – School Based Health Centers – Community Schools and Student Services Department

Ask of the Board Approval by the Board of Education of Memorandum of Understanding between the District and Children’s Hospital & Research Center Oakland dba UCSF Benioff Children’s Hospital Oakland, Oakland, CA, for the latter to operate the following school based health centers: Chappel Hayes Health Center, serving McClymonds High School; Youth UpRising Castlemont Health Center, serving Castlemont High School and Rudsdale Newcomer Continuation 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.

Background Through its school-based health centers, Benioff Children’s Hospital Oakland partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. Benioff Children’s Hospital Oakland 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 of Memorandum of Understanding with Benioff Children’s Hospital Oakland will allow more OUSD students to receive appropriate medical services and improve health and educational outcomes.

Fiscal Impact No Fiscal Impact

Attachment(s)

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT
AND CHILDREN’S HOSPITAL & RESEARCH CENTER AT OAKLAND DBA UCSF BENIOFF
CHILDREN’S HOSPITAL OAKLAND**

I. PURPOSE

- A. The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Children’s Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland (“CONTRACTOR” or “BCH-O”, collectively referred to as “Parties.”)
- B. The CONTRACTOR's services or program described in this MOU are paid by Alameda County in a separate contract between CONTRACTOR and the Alameda County (and thus will be provided at no cost to OUSD, the students, or the parents unless provided otherwise herein).

Both Parties hereby enter into this MOU to enable CONTRACTOR to provide said services/program at the locations set forth in Section II.

II. SCOPE OF SERVICES

- A. Through its school-based health center BCH-O will collaborate with identified Oakland schools to help meet the medical health, mental health, health education and youth development needs of the students, CONTRACTOR will collaborate with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to leaning and ensure increased access to care.
- B. 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. Health education for students and families
 - 6. Professional development for school staff
 - 7. Outreach to youth and their families
 - 8. Community-wide health promotion events and activities
 - 9. Case management, including appropriate follow-up and referrals to health and social service providers on and *off* site.
- C. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

SCHOOL-BASED HEALTH CENTER	ADDRESS	SCHOOLS SERVED & ADDRESS
Chappell Hayes Health Center	2607 Myrtle St., Oakland, CA 94607	McClymonds High School: 2607 Myrtle St. Oakland, CA 94607

Youth UpRising/ Castlemont Health Center	8711 MacArthur Blvd. Suite A Oakland, CA 94605	Castlemont High School: 8601 MacArthur Blvd. Oakland, CA 94605 Rudsdale Newcomer Continuation School 8601 MacArthur Blvd. Oakland, CA 94605
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OUSD and Charter schools with established limited appointment only access: Leadership Public Schools; Rudsdale Continuation School; Sojourner Truth Independent Study. School Health Clinics serve Alameda County residents youth ages 11-24 for medical services and 11-21 for mental health services. Youth UpRising can serve youth ages 0-24 for appointment only medical services.

- D. 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. CONTRACTOR RESPONSIBILITIES

- A. Policies. All CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s) upon notice by OUSD or School(s). CONTRACTOR will have the opportunity to review such policies to determine that it can comply with such policies. OUSD here provides notice to CONTRACTOR and CONTRACTOR agrees to abide by the following OUSD policies:
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 Federal laws and regulations that pertain to 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 DUSO in writing if and when a potential conflict does arise.

4. Family Education Rights and Privacy Act-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).

- 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. 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.

- C. Insurance. Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR 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 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.

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 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 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; provided that no protected student health information is shared with OUSD without appropriate authorization.
- 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. CONTRACTOR will comply as may be applicable, 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.
- 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. A Space-Provide suitable space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the 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 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), Parties agree to execute any District authored data sharing agreement necessary for compliance with this Section.

V. DURATION

A. The term of this MOU is from 7/01/2019 to 6/30/2023.

VI. TERMINATION

A. 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 HARMELSS/INDEMNITY

A. Each party to this MOU agrees to indemnify and hold harmless the other 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.

CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND dba UCSF
BENIOFF CHILDREN'S HOSPITAL
OAKLAND

OAKLAND UNIFIED SCHOOL DISTRICT

747 52ND Street
Oakland, CA 94609

OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____

Print: Matthew Cook

Title: President, Benioff Children's Hospitals

Date: 4/26/2021 _____

By:  _____

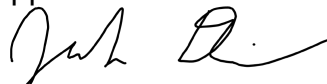
Print: Shanthy Gonzales, President, Board of Education 7/1/2021

Title:

Date:  _____

Print: Kyla Johnson Trammell, Secretary, Board of Education 7/1/2021

Approved as to form on June 14, 2021



MEMORANDUM

TO: Oakland Unified School District

FROM: Phillip J. Goldberg, Esq.

DATE: June 23, 2021

RE: Memorandum Regarding Results of Fingerprint Search

This Memorandum will memorialize the understanding between Pediatric Multispecialty Medical Group, Inc. ("PMMG") and the Oakland Unified School District ("OUSD") with respect to the fingerprinting of the following employees of PMMG that will provide services at OUSD facilities:

Arash Anoshiravani
Gaspar Rivera
Nooshin Razani
Zarin Noor
Angela Venturelli
Jenifer Matthews

Tamita Robinson
Celeste Allen
Lela Bachrach
Gina DeAngelis
Javay Ross

We understand that securing copies of employee's fingerprints is required to allow them to provide services at OUSD facilities and that when the fingerprints are secured various databases will be searched to determine if the fingerprints match any individuals identified in the database that might provide a threat to OUSD or its students. PMMG understands and agrees that OUSD will be the sole custodian and recipient of any and all results from the search conducted after the fingerprints have been secured.

If OUSD accepts this understanding, please sign a copy of this memorandum and return it to me.



Statement of Qualifications – UCSF Benioff Children's Hospital Oakland

Overview

For nearly 100 years, UCSF Benioff Children's Hospital Oakland has been delivering exceptional medical care to children from all regions of California. Children's is dedicated to providing shared care from a comprehensive team of highly trained board-certified pediatric specialists, nurses, technicians and therapists to ensure the right treatment from the start. Children's teen health centers are specifically designed to overcome the barriers that may discourage adolescents from utilizing health services and are staffed by experienced health professionals who are trained to work with adolescents. Children's mission is to protect and advance the health and well-being of children through clinical care, teaching and research.

Services

Young people need a teen friendly medical home where they can feel safe and comfortable accessing healthcare. The Children's team has a breadth of experience needed to treat not only medical concerns of teens, but also any social or emotional issues that may affect their well-being. Each of our teen health sites serves as a national model for adolescent healthcare and Children's Adolescent Medicine works within the community to individualize and streamline each patient's access to services and educational tools. Children's services include the following:

- Health Evaluations and Preventative Care: immunizations, general exams
- Sports Physicals & School Physicians
- Chronic Medical Conditions: asthma, obesity, eating disorders
- Mental Health: individual, group and family therapy
- Reproductive Health: family planning, diagnosis of pregnancy, decision-making and sexually transmitted infection management
- Physical and Sexual Assault: evaluation and management
- Substance Use
- Education for patients and families about multiple issues including nutrition and healthy lifestyles
- Mental health consultation for educators, administrators and school staff
- Professional development for educators, administrators and school staff

Contact

For more information about UCSF Benioff Children's Hospital Oakland or its services, please contact:

Chappell Hayes Health Center at McClymonds High School

Tamita Robinson, MD Medical coordinator

Saun-Toy Trotter, MFT Behavioral Health

Robbyn Striggles Browne, MBA, Clinic Manager

2607 Myrtle Street

Oakland, CA 94607

Clinic phone: [510-835-1393](tel:510-835-1393)

Fax: [510-835-2497](tel:510-835-2497)

Youth Uprising/Castlemont Health Center

Celeste Allen, MD, Medical Coordinator

Saun-Toy Trotter, MFT, Behavioral Health

Robbyn Striggles Browne, MBA, Clinic Manager

8711 MacArthur Blvd.

Oakland, CA 94605

Clinic Phone: [510-428-3556](tel:510-428-3556)