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File ID Number	18-1845
Introduction Date	9/12/18
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Enactment Date	9/12/18 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** September 12, 2018

**Subject** Memorandum of Understanding - La Clinica De La Raza (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and La Clinica De La Raza. Services to be primarily provided to Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2019.

## Background

*A one paragraph explanation of why the consultant's services are needed.*

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 partners 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. This amendment will provide additional services for vision exams and treatment at the Youth Heart Health Center and mobile dental screening and treatment at Fruitvale, Garfield, and Manzanita Elementary Schools.

## Discussion

*One paragraph summary of the scope of work.*

Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between District and La Clinica De La Raza, San Rafael, CA, for the latter to provide additional services for vision and dental screening and treatment at select locations; La Clinica will operate the following school based health centers: Hawthorne School-Based Health Center, serving Urban Promise Academy; World/Achieve Charter Schools; Havenscourt Health Center, serving Coliseum College Preparatory Academy and ROOTS International Academy; 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 Life Academy and now at Fruitvale and Manzanita Elementary Schools, 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, 2015 to June 30, 2019, at no cost to the District.

## Recommendation

Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and La Clinica De La Raza. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2019.

## Fiscal Impact

Funding resource name (please spell out): No Fiscal Impact

## Attachments

- Memorandum of Understanding
- Scope of Work
- Certificate of Insurance



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 18-1845

**Department:** Community Schools & Student Services

**Vendor Name:** La Clinica de La Raza

**Contract Term:** Start Date: 7/12/2015 End Date: 6/30/2019

**Annual Cost:** \$0

**Approved by:** Mara Larsen-Fleming

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

La Clinica de La Raza receives a contract from Alameda County Health Care Services Agency to operate six school-based health centers on or adjacent to OUSD schools.

**Summarize the services this Vendor will be providing.**

Through its school-based health centers, La Clinica provides medical, dental, mental health, health education, and youth development services. Additionally, through the Youth Heart Health Center, located at La Escuelita Education Center, La Clinica de La Raza now provides vision care through a full-service optometry clinic.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to district.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**AMENDMENT #1, 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 physical
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 the 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 <sup>th</sup> Ave., Oakland, CA 94601	- <b>Urban Promise Academy:</b> 3031 East 18 <sup>th</sup> St., Oakland, CA 94601 - <b>WORLD/ACHIEVE Charter Schools:</b> 1700 28 <sup>th</sup> Ave., Oakland, CA 94601 - Additional OUSD schools include; Arise, Ascend, BellaVista, Bridges Academy, Lazear, Manzanita, Oakland Charter and Place@Prescott
Havenscourt Health Center	1390 66 <sup>th</sup> Ave., Oakland, CA 94621	- <b>Coliseum College Prep Academy:</b> 1390 66 <sup>th</sup> Ave., Oakland, CA 94621 - <b>ROOTS International Academy:</b> 1390 66 <sup>th</sup> Ave., Oakland, CA 94621

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

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

- **Life Academy:** 2101 35<sup>th</sup> Ave., Oakland, CA 94601
- **Community Day School:** 4917 Mountain Blvd., Oakland, CA 94619
- **Fruitvale Elementary:** 3200 Boston Ave., Oakland, CA 94602 (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**—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**—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, and 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. 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.
  - 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 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 07/01/2015 to 06/30/2019.

**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**

[Handwritten Signature]  
Contractor Signature

Date: 7/16/2018

Jane Garcia, CEO  
Print Name, Title

**OAKLAND UNIFIED SCHOOL DISTRICT**  
[Handwritten Signature]  
Sponsoring Department or Site Principal

Date: 8/7/18

Approved as to form and procedure by:

[Handwritten Signature]  
~~Marion McWilliams, General Counsel~~  
Amy Brandt for

Date: 8/24/18

[Handwritten Signature]  
Kyla Johnson-Trammell, Superintendent

Date: 9/13/18

Aimee Eng  
Aimee Eng, Board of Education President

Date: 9/13/18

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2018

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 5300 Stevens Creek Blvd. San Jose, CA 95129 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	
		INSURER A: Nonprofits Ins. Alliance of CA	NAIC # 10023
INSURED La Clinica de La Raza PO Box 22210 Oakland, CA 94623-2210		INSURER B: Travelers Casualty & Surety Co	31194
		INSURER C:	
		INSURER D:	
		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	<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 type="checkbox"/> LOC OTHER:	X		201827061NPO	03/31/2018	03/31/2019	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 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"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			201827061NPO	03/31/2018	03/31/2019	BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201827061UMB	03/31/2018	03/31/2019	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 If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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			201827061DO	03/31/2018	03/31/2019	
B	Crime EE Dishonest			105765427	03/31/2018	03/31/2019	

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

PW: Certificate holder is named as additional insured as per attached endorsement form CG2026.  
RE: All California Operations of the Named Insured. The coverage shall be primary as to OUSD.

CERTIFICATE HOLDER	CANCELLATION
OAKLA18  Oakland Unified School District (OUSD) Attn: Sandra Watkins 1000 Broadway, Suite 150 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 <i>Mike Touza</i>



**AMENDMENT #1, 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
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4. STI/D screening and treatment
5. Dental Screening and Treatment at Havenscourt Health Center and Roosevelt Middle School Health Center only
6. Mobile dental screening and treatment at Fruitvale Elementary, Garfield Elementary and Manzanita Elementary through the 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.

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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 <sup>th</sup> Ave., Oakland, CA 94601	<ul style="list-style-type: none"> <li>- <b>Urban Promise Academy:</b> 3031 East 18<sup>th</sup> St., Oakland, CA 94601</li> <li>- <b>WORLD/ACHIEVE Charter Schools:</b> 1700 28<sup>th</sup> Ave., Oakland, CA 94601</li> <li>- <u>Additional OUSD schools include: Arise, Ascend, BellaVista, Bridges Academy, Lazear, Manzanita, Oakland Charter and Place@Prescott</u></li> </ul>
Havenscourt Health Center	1390 66 <sup>th</sup> Ave., Oakland, CA 94621	<ul style="list-style-type: none"> <li>- <b>Coliseum College Prep Academy:</b> 1390 66<sup>th</sup> Ave., Oakland, CA 94621</li> <li>- <b>ROOTS International Academy:</b> 1390 66<sup>th</sup> Ave., Oakland, CA 94621</li> </ul>
Roosevelt Middle School	1926 19 <sup>th</sup> Avenue,	<ul style="list-style-type: none"> <li>- <b>Roosevelt Middle School:</b> 1926 19<sup>th</sup> Avenue,</li> </ul>

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**—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, and 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. 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.
  - 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 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

Board Office Use: Legislative File Info.	
File ID Number	16-1622
Introduction Date	6/29/16
Enactment Number	16-1259
Enactment Date	6/29/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Sondra Aguilera, Deputy Chief Student Services

Board Meeting Date June 22, 2016

Subject **MOU with La Clinica de la Raza to Operate School Based Health Center**

**Action Requested** **Approval of MOU with La Clinica de la Raza to Operate School Based Health Center**

**Background and Discussion** La Clinica de la Raza will operate the school based health centers at Hawthorne, Havencourt, Roosevelt, Tiger (Fremont High School) and TechniClinc (Oakland Tech High School), and Youth Heart Health Center at MetWest High School, with services at Life Academy for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

**Recommendation** Approval of MOU with La Clinica de la Raza to Operate School Based Health Center

**Fiscal Impact** Funding resource: No cost to the District

**Attachment**

- Memorandum of Understanding



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

Legislative File ID No. 16-1622

Department: Student Services

Vendor Name: La Clinica de la Raza

Contract Term: Start Date: 7/1/2015 End Date: 6/30/2019

Annual Cost: \$ 0

Approved by: Legal

Is Vendor a local Oakland business? Yes  No

Why was this Vendor selected?

Implement school based health program

Summarize the services this Vendor will be providing.

Health Services

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to the District

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**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:

- Mental health counseling
- Physical exams/sports physical
- Diagnosis and treatment of minor illness, injury and medical conditions
- STD screening and treatment
- Dental Screening and Treatment at Havenscourt Health Center and Roosevelt Middle School Health Center only
- Health education for students and families
- Youth development programs
- Professional development for school staff
- Outreach to youth and their families
- Community-wide health promotion events and activities
- 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 <sup>th</sup> Ave., Oakland, CA 94601	- <b>Urban Promise Academy:</b> 3031 East 18 <sup>th</sup> St., Oakland, CA 94601 - <b>WORLD/ACHIEVE Charter Schools:</b> 1700 28 <sup>th</sup> Ave., Oakland, CA 94601
Havenscourt Health Center	1390 66 <sup>th</sup> Ave., Oakland, CA 94621	- <b>Coliseum College Prep Academy:</b> 1390 66 <sup>th</sup> Ave., Oakland, CA 94621 - <b>ROOTS International Academy:</b> 1390 66 <sup>th</sup> Ave., Oakland, CA 94621
Roosevelt Middle School Health Center	1926 19 <sup>th</sup> Avenue, Oakland, CA 94606	- <b>Roosevelt Middle School:</b> 1926 19 <sup>th</sup> Avenue, Oakland, CA 94606 - <b>Garfield Elementary:</b> 1640 22 <sup>nd</sup> Avenue, Oakland, CA 94606
Tiger Clinic	4610 Foothill Blvd., Oakland, CA 94601	- <b>Fremont High School:</b> 4610 Foothill Blvd., Oakland, CA 94601
TechniClinic	4351 Broadway Ave., Oakland, CA 94611	- <b>Oakland Technical High School:</b> 4351 Broadway Ave., Oakland, CA 94611 - <b>Oakland International High School:</b>

		4521 Webster St., Oakland, CA 94609 - <b>Street Academy:</b> 417 29 <sup>th</sup> St., Oakland, CA 94609
Youth Heart Health Center	286 East 10th Street 1st floor Oakland, CA 94606	- <b>Dewey Academy High School:</b> 1111 2 <sup>nd</sup> Ave., Oakland, CA 94606 - <b>La Escuelita Elementary School:</b> 1050 2 <sup>nd</sup> Ave, Oakland, CA 94606 - <b>Metwest High School:</b> 314 East 10 <sup>th</sup> St., Oakland, CA 94606 - <b>United Nations CDC:</b> 1025 4 <sup>th</sup> Ave., Oakland, CA 94606

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

- **Life Academy:** 2101 35<sup>th</sup> Ave., Oakland, CA 94601

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**—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.

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, and 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. 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.
- 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, and utilities, 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 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).
- 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 07/01/2015 to 06/30/2019.

#### 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.

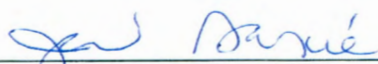
#### VII. HOLD HARMLESS/INDEMNITY

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.

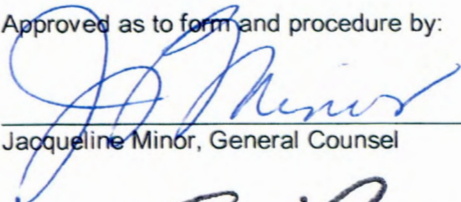
**CONTRACTOR**

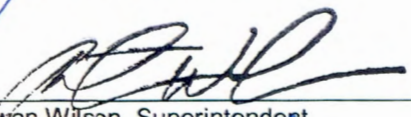
  
\_\_\_\_\_  
Contractor Signature  
Jane Garcia,  
Chief executive officer  
\_\_\_\_\_  
Print Name, Title

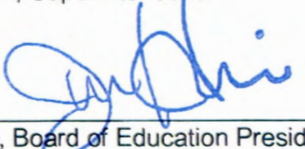
Date: 5/20/2016

**OAKLAND UNIFIED SCHOOL DISTRICT**

Approved as to form and procedure by:

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

  
\_\_\_\_\_  
Antwan Wilson, Superintendent

  
\_\_\_\_\_  
James Harris, Board of Education President

Date: \_\_\_\_\_

Date: 6/30/16

Date: 6/30/16



**NOTEPAD**

INSURED'S NAME **La Clínica de La Raza**

**LACLI-1**  
**OP ID: NI**

**PAGE 2**  
Date **03/31/2016**

**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, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. 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.

**Oakland Unified School District (OUSD)**

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

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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



a californiahealth center

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

**La Clínica de La Raza, Inc.**

June 9, 2016

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

RE: TB and Fingerprint Clearance for La Clínica Employees

Ms. Larsen-Fleming,

This letter is provided to verify that La Clínica de La Raza completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,

Jane Garcia  
Chief Executive Officer

La Clínica de La Raza Fruitvale Village 510-535-4000 • San Antonio Neighborhood Health Center 510-238-5400 • Clinica Alta Vista 510-535-6300 • Family Optical 510-535-5500  
La Clínica de La Raza Dental 510-535-4700 • Casa del Sol 510-535-6700 • La Clínica de La Raza WIC Program 510-535-4110  
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 707-556-8000  
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 510-639-0981 • Roosevelt Middle School 510-535-2893  
Fremont High School 510-434-2000 • Oakland Tech High School 510-450-5421 • San Lorenzo High School 510-317-3167  
Fuente Wellness Center 510-487-4554 • Youth Heart Health Center 510-879-1558



## **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 more than 97,000 patients annually at 32 sites in three Counties. In 2014, 69% of clients were low income and 26% were uninsured.

La Clínica has provided culturally responsive services to students at elementary, middle and high schools for 20 years at its School Based Health Centers. 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 (two sites), 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 services 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, healthy relations

### **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
- 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:

Amy Ranger, SBHC Department Manager  
 Tel: 510-535-4000 (General line), 510-879-1572 (Amy Ranger)  
 Fax: 510-535-4189

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

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