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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Marion McWilliams, General Counsel

Board Meeting Date *October 13, 2016*

Subject Memorandum of Understanding between Oakland Unified School District and UCSF Benioff Children's Hospital Oakland

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and UCSF Benioff Children's Hospital Oakland. Children's Hospital Oakland will continue to provide medical health services at clinics located at District school sites.

Background Children's Hospital Oakland and the District have an ongoing relationship providing medical services to students at District schools. This Memorandum of Understanding will extend the clinic program and outlines the duties of each party.

Fiscal Impact Funding for this program will be generated by sources from the County of Alameda at no cost to the District.

Attachments

- Memorandum of Understanding



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-2181

Department: Legal

Vendor Name: UCSF Benioff Children's Hospital Oakland

Contract Term: Start Date: 07-01-2015 End Date: 06-30-2019

Annual Cost: \$ No Cost

Approved by: Marion McWilliams

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This vendor has an ongoing relationship providing medical services to students at District schools.

Summarize the services this Vendor will be providing.

Children's Hospital Oakland will provide through school-based health centers mental-health counseling, physical exams/sports physicals, diagnosis and treatment of minor illness, injury and medical conditions, STD screening and treatment.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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
UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and UCSF Benioff Children's Hospital Oakland ("CONTRACTOR")(Collectively referred to as "Parties.")

WHEREAS, 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) and

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

II. SCOPE OF SERVICES

Through its school-based health center, CONTRACTOR will work with identified Oakland schools to help meet the medical health, mental health, health education and youth development needs of the students. CONTRACTOR will work with other service providers on these campuses to provide a holistic set of services that remove barriers to learning and ensure increased access to care.

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

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. 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.

B. 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-A MacArthur Blvd., Oakland, CA 94605	Castlemont High School: 8601 MacArthur Blvd., Oakland, CA 94605

Charter schools served on Castlemont campus:
Leadership Public Schools
Castlemont Community Transformation Schools

School Health Clinics serve Alameda County resident youth ages 11-24 for medical services and 11-21 for mental health services.

- C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:
1. Develop student's social health/skills.
 2. Improve student's emotional health
 3. Improve student's physical health
 4. Help ensure, create, and/or sustain safe, healthy and supportive schools
 5. Create accountability for quality
 6. Help create full service community schools in OUSD

III. 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 an 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 to the extent applicable, 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's employees, subcontractors, agents, and subcontractor's employees or agents who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Live Scan or a similar service as required by the Education Code; and (c) taken a tuberculosis test.

OUSD pays for and LiveScans the physicians that provide services at OUSD pursuant to a May 2, 2015 Memorandum of Understanding (Attachment A) between OUSD and Pediatric Multispecialty Medical Group, Inc.

CONTRACTOR will ensure that background checks are conducted on all CONTRACTOR's employees, subcontractors, agents, and subcontractor's employees or agents in the School-Based Health Centers regardless of whether these employees, subcontractors, agents, and subcontractor's employees or agents are paid or unpaid, concurrently employed by the District, or acting as independent contractors of CONTRACTOR, who may have a contract with District pupils in the course of providing services pursuant to this MOU. This background check includes:

1. Social Security Number Trace; (effective July 1, 2016)
2. Felony/Misdemeanor Conviction Search (Applicant's county of residence);
3. Employment verification;
4. Education verification;

5. Professional License Verification;
6. Live Scan

Unless otherwise noted, all background check measures listed above shall be effective 07/01/2015. CONTRACTOR also certifies that the background check has determined that none of the CONTRACTOR employees, subcontractors, agents, and subcontractor's employees or agents in the School-Based Health Centers have 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, and furnish certificate of said Insurance to OUSD.

1. CONTRACTOR shall procure and maintain at all times during the performance of such work, Worker's Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000 USD) per accident or disease.
2. CONTRACTOR shall maintain Commercial General Liability Insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000 USD) 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 the 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.

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 space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the CONTRACTOR.
- B. **Janitorial Service** - Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- 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).

Agreement Review/Approval/Signature Request

Logged 3/22/16

FILE COPY

WHO IS REQUESTING THIS AGREEMENT?

Name: R. S. Yungles Browne Position: Clinic Mgr. Page: _____ Extension: 510 718-0339

Department / Program: Adol. Medicine: Chappel Hays SBAC & Castlemonst/HU SBAC

Date the signed agreement is needed: March 18, 2016

WHAT IS THIS AGREEMENT ABOUT AND WHY SHOULD WE ENTER INTO IT?

Description: MOU between SBAC and O.U.S.O. There must be a signed MOU for each of the SBAC sites (Chappel Hays & Castlemonst/HU).

Cost Center: 16.6381 & 16382, respectively (If cost center is a grant, explain below what costs will be incurred by BCHO, if any, and provide the balance of that grant)

Vendor/Funding Agency: OUSSD
Relationship: New Continued (If continued, attach prior contract and amendments or MediTract ID number)

Contract Amount:
To be paid by BCHO: _____ To be received by BCHO: 225,000.000

Financial Impact Compared to Last Year:
Incremental Expense/Savings: _____ Incremental Net Revenue: _____

Contract Length:
Length of the Agreement: _____ How quickly can it be terminated: _____
Start Date: _____ End Date: _____

ANY SPECIAL CONCERNS/QUESTIONS ABOUT THIS AGREEMENT:

Mou requires our insurance certificate be attached to approved mou document

*****APPROVALS REQUIRED BEFORE THE AGREEMENT IS SUBMITTED FOR LEGAL REVIEW/SIGNATURE*****
ONCE RECEIVED INTO CONTRACTING ALLOW APPROXIMATELY 4 WEEKS FOR REVIEW

VICE PRESIDENT APPROVAL: [Signature] Date: 3/17/16

CHIEF FINANCIAL OFFICER APPROVAL: [Signature] Date: 3/21/16
(Required if over \$1000.00)

OTHER APPROVAL(S): (If the agreement is for or requires the following, it must be approved by the Vice President of that area or his/her designee.)

Patient Care Contracts (Policy: Administration #16.2)

IT Equipment, Software, etc.

Employment / Contingent Labor Agreement

Change to building's physical structure (wiring, bolting, etc.)

Biomed/Clinical Equipment

Quality: _____

HIS: _____

Human Resources: _____

Facilities: _____

Biomed: _____

Submitted by: _____ Date: _____

APPROVAL AND APPROVAL
M. KRIOZERE
LEGAL REVIEW
9/6/16

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, its agents, and affiliates 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's Signature

Date: 9/08/16

Bertram Lubin

President and CEO

Date: _____

Sponsoring Department or Site Principal

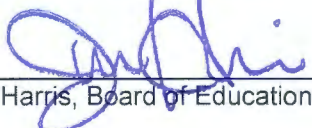
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT



Antwan Wilson, Superintendent

Date: 10/13/16



James Harris, Board of Education President

Date: 10/13/16

Approved as to form and procedure by;



Marion McWilliams, General Counsel

Date: 9/28/16