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Board Cover Memorandum

To Board of Education

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

Meeting Date August 23, 2023

Subject Memorandum of Understanding with Asian Health Services– No Cost

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services Asian Health Services to Operate School Based Health Centers

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

Not-To-Exceed Amount \$0

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

In-Kind Contributions N/A

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

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

Attachment(s)

- Memorandum of Understanding with Asian Health Services

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ASIAN HEALTH SERVICES

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Asian Health Services ("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, Asian Health Services partners with identified Oakland schools to help meet the medical health, mental health, health education and youth development needs of the students. CONTRACTOR 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. School-based health centers will provide the following services:

1. Physical exams/sports physical
2. Diagnosis and treatment of minor illness, injury and medical conditions
3. STD screening and treatment
4. Dental screening and treatment
5. Health education for students and families
6. Youth development programs
7. Outreach to youth and their families
8. Community-wide health promotion events and activities
9. Student referrals for services (at Shop 55 and alternate community clinics or community programs)

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	SCHOOL
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Shop 55	1023 MacArthur Blvd., Oakland, CA 94601	Oakland High School: 1023 MacArthur Blvd., Oakland, CA 94601
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Asian Health Services will provide mobile dental to elementary sites that are feeder schools to Oakland High School:
 Lincoln Elementary
 Franklin Elementary

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 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.

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 section 45122.1; and (c) taken a tuberculosis test.

Contractor shall utilized 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.

3. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against 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 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. Work Location/Space- Provide suitable, accessible on-site work space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the CONTRACTOR, at no expense to the CONTRACTOR. Provide and inspect smoke detectors and fire extinguishers, in accordance with Title 19 of the California Code of Regulations, Include CONTRACTOR staff in school fire inspections, site safety and disaster plans, in the same manner as OUSD employees. Supply heat and electrical power to each school-based site at no expense to CONTRACTOR.

B. Maintenance-Provide necessary services to maintain this space, in accordance with OSHA and OSHA 3 standards, including janitorial services, maintenance, utilities, and technology support, in a

manner satisfactory to the CONTRACTOR: Clean facility, including restrooms, exam rooms and common areas daily when the clinic is open at the level of service required by OSHA and provided to the OUSD's public schools at no expense to CONTRACTOR.

C. **Data** Ensure that 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 authorized data sharing agreement necessary for compliance with this Section.

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

V. DURATION

The term of this MOU is from 7/01/2023 to 6/30/2027.

VI. TERMINATION

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

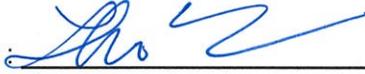
VII. HOLD HARMLESS/INDEMNITY

A. To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of CONTRACTOR's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, CONTRACTOR, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend OUSD Indemnified Parties.

B. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CONTRACTOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("CONTRACTOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend CONTRACTOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

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

CONTRACTOR:

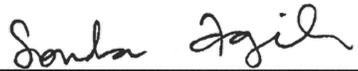
Contractor Signature: 

Print Name, Title : Thu Quach, President

Date: 6/22/23

OAKLAND UNIFIED SCHOOL DISTRICT

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


Signature

6/22/2023
Date

Superintendent: Kyla Johnson-Trammell


Signature

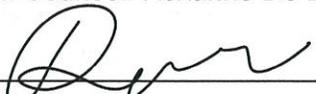
8/24/2023
Date

Board of Education President: Mike Hutchinson


Signature

8/24/2023
Date

Approved as to form and procedure by:
OUSD Staff Counsel: Roxanne De La Rocha


Signature

06/14/2023
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

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 Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Lisa Figueroa PHONE (A/C, No, Ext): 818.539.8620 E-MAIL ADDRESS: lisa_figueroa@ajg.com		FAX (A/C, No): 818.539.8720
	INSURER(S) AFFORDING COVERAGE		
License#: 0D69293 ASIAGEA-04	INSURER A: Nonprofits' Insurance Alliance of CA	NAIC # 10023	
INSURED Asian Health Services 101 8th Street, Suite 100 Oakland, CA 94607	INSURER B: NORCAL Insurance Company	NAIC # 33200	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1442590162

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2023-25135-NPO	4/1/2023	4/1/2024	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-25135-NPO	4/1/2023	4/1/2024	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 DED RETENTION \$			2023-25135-UMB-NPO	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made Retro Date: 7/1/1986			610395	4/1/2023	4/1/2024	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Nonprofits' Insurance Alliance of CA - AM Best # 011845

Policy: Improper Sexual Conduct
 Policy#: 2023-25135-NPO
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 4/1/2023 To 4/1/2024
 Each Claim: \$1,000,000 / Aggregate: \$1,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Asian Health Services 101 8th Street, Suite 100 Oakland, CA 94607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Crime Coverage
 Policy#: PAC 0479108 11
 Policy Term: 4/1/2023 To 4/1/2024
 Carrier: Great American Insurance Company
 Employee Theft, Limit:\$1,000,000, Deductible: \$10,000
 Forgery or Alteration, Limit:\$1,000,000, Deductible: \$10,000
 Computer & Funds Transfer Fraud, Limit:\$1,000,000, Deductible: \$10,000

Certificate holder is named additional insured on General Liability with respect to the operations of the named insured.

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.