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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Joshua R. Daniels, Chief Governance Officer

Meeting Date October 13, 2021

Subject Agreement – Alameda County California Children Services – Facilities Use

Ask of the Board Ratification by the Board of Education of Facilities Use Agreement

Background Under Government Code section 7575, the Alameda County California Children Services (“AC CCS”), as the designated local agency of the state Department of Health Care Services, is responsible for the provision of medically necessary occupational therapy and physical therapy, as specified by Article 5 (commencing with Section 123800) of Chapter 3 of Part 2 of Division 106 of the Health and Safety Code, by reason of medical diagnosis, when contained in a child’s individualized education program.

Discussion Pursuant to Government Code section 7575, the Oakland Unified School District must provide necessary space and equipment for the provision of occupational therapy and physical therapy. In an effort to comply with Government Code section 7575, the District wishes to enter into an agreement with AC CCS to allow AC CCS to use District owned property located at 915 54th Street in Oakland, California for the purpose of providing medically necessary occupational therapy and physical therapy to children when contained in a child’s individualized education program, pursuant to terms and conditions stated in Agreement.

Fiscal Impact No Cost to the District

Attachment ● Signed Facilities Use Agreement

FACILITIES USE AGREEMENT BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT AND
CALIFORNIA CHILDREN'S SERVICES

WHEREAS, pursuant to Government Code section 7575, Alameda County California Children Services ("AC CCS"), as the designated local agency of the State Department of Health Care Services, is responsible for the provision of medically necessary occupational therapy and physical therapy, as specified by Article 5 (commencing with Section 123800) of Chapter 3 of Part 2 of Division 106 of the Health and Safety Code, by reason of medical diagnosis, when contained in a child's individualized education program;

WHEREAS, pursuant to Government Code section 7575, the Oakland Unified School District ("District") must provide necessary space and equipment for the provision of occupational therapy and physical therapy in the most efficient and effective manner;

WHEREAS, the District is the owner of real property located at 2825 International Blvd., Oakland, CA 94601 ("District Facility");

WHEREAS, the AC CCS desires to use the District Facility, and the District desires to permit AC CCS to use the District Facility, in furtherance of their respective obligations under Government Code section 7575; and

THROUGH ITS USE OF THE DISTRICT FACILITY, District and AC CCS agree to the terms and conditions that follow.

1. AC CCS shall access only those areas of the District Facility for which CCS has been granted prior permission by the Principal or Principal's designee for the District's International Community School or by other District staff authorized to grant such permission. AC CCS and the Principal of the District's International Community School shall cooperate and coordinate for scheduling purposes.
2. AC CCS shall use the District Facility only for the purpose of providing services to students in accordance with Government Code section 7570 *et seq.*, including administrative and supportive purposes such as answering telephone calls, completing charts and forms, scheduling appointments, and client-family conferences. AC CCS shall not use the District Facility, or permit the District Facility to be used, for any other purpose.
3. Title to the District Facility shall continue to be held by the District. AC CCS's use of the District Facility does not convey a leasehold, easement, or any other interest in the District's real property.
4. Pursuant to Government Code section 7575 and Title 2, Division 9, Chapter 1, Article 5, Occupational Therapy and Physical Therapy, of the California Code of Regulations, the District shall provide AC CCS with such space and equipment as is necessary to

accommodate CCS's administration, medical therapy conference, comprehensive evaluation, private treatment, activities of daily living, storage, and modification of equipment.

5. District and the County of Alameda agree to indemnify and hold the other party, including their respective Board of Supervisors or Board of Education, the individual members thereof, officers, agents, employees, volunteers, and representatives, harmless and waive all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the intentional acts or omissions of the indemnifying parties' own employees and agents for any claims pertaining to the parties' performance of or obligations under this Agreement. It is the intent of the parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed, and each party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the party's negligence.
6. Each party shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - i. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence. Self-insurance to these limits shall be an acceptable form of meeting this obligation.
 - ii. WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

The above policies of insurance shall be written on forms or certificates acceptable to the Risk Manager of the other party; AC CCS shall name the Oakland Unified School District, its officers, employees, volunteers, and agents, as additional insured; District shall name the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as additional insured.


7. The parties shall not possess or consume any alcoholic beverages, illegal drugs, intoxicants, narcotics, tobacco products, and/or other restricted substances while on the District Facility.
8. The parties shall comply with all applicable federal, state, and local shelter-in-place and related orders, including ceasing operations if required due to such orders and/or change in shelter-in-place order prohibiting continued operation, as well as social distancing, mask-wearing, quarantining, isolating, and other legal mandates.
9. The parties shall comply with all applicable COVID-19 testing, contact tracing, and notification requirements set forth in federal, state, and local law, including notifications

pursuant to AB 685 for anyone present on the District Facility by reason of AC CCS's use thereof.

10. The parties, after consultation with the Integrated Systems of Care Division of the California Department of Health Care Services, may mutually agree to terminate this Agreement, including in a circumstance where occupational therapy and physical therapy services is relocated from the District Facility to a different space.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

<i>Joshua R. Daniels</i>	9/1/2021
Joshua R. Daniels, General Counsel Oakland Unified School District	Date

 OTD, OTR/L, SWC	9/22/21
June McIntyre, CCS Assistant Chief Therapist & SELPA Liaison Alameda County Public Health Department	Date