

Board Office Use: Legislative File Info.	
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Enactment Date	10/28/2020 If



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Mara Larsen-Fleming, Director, Health and Wellness  
**Board Meeting Date** October 28, 2020  
**Subject** Memorandum of Understanding and COVID Amendment with Lifelong Medical care to Operate School Based Health Centers

**Action Requested and Recommendation** Approval of Memorandum of Understanding and COVID Amendment with Lifelong Medical care to Operate School Based Health Centers.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

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

**Discussion**

Approval by the Board of Education of Memorandum of Understanding between the District and Lifelong Medical care, Berkeley, CA, for the latter to operate the following school based health centers: Elmhurst United Health Center, serving Elmhurst United Middle School, West Oakland Middle School Health Center, serving West Oakland Middle School, Martin Luther King, Jr. Elementary School and KIPP Bridge Academy Charter School, and provide dental services at New Highland Academy and Rise Community School, as delineated in the Scope of Work, incorporated herein by reference as though fully set forth, for the Health and Wellness unit of the Community Schools and Student Services Department, for the term July 1, 2019 to June 30, 2023, at no cost to the District.

**Fiscal Impact** No Fiscal Impact

**Attachments** Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL  
DISTRICT AND  
Life Long Medical Care**

**I. PURPOSE**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and LifeLong Medical Care (hereinafter, "CONTRACTOR").

WHEREAS, the CONTRACTOR's services or program 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/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

**II. SCOPE OF SERVICES**

Through its school-based health center and dental van, LifeLong Medical Care partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. LifeLong Medical Care 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:

- 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
- 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 agreement is/are the following:

SCHOOL-BASED HEALTH CENTER	ADDRESS	SCHOOLS SERVED & ADDRESS
Elmhurst United Health Center	1800 98th Ave., Suite 103 (Corner of Birch St. & 98th Ave) Oakland, CA 94603	Elmhurst United Middle School :1800. 98th Ave., Oakland, CA 94603

West Oakland Middle School Health Center	991 14 <sup>th</sup> St., Bldg. H, Oakland, CA 94607	<ul style="list-style-type: none"> <li>- West Oakland Middle School: 991 14<sup>th</sup> St., Oakland, CA 94607</li> <li>- Martin Luther King Jr.: Elementary School 980 10<sup>th</sup> Street, Oakland, CA 94607</li> <li>- KIPP Bridge Academy Charter School: 1700 Market St., Oakland, CA 94607</li> </ul>
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Additionally, the dental van provides services at:

- New Highland Academy- 8521 A Street, Oakland, CA 94621
- Rise Community School - 8521 A Street, Oakland, CA 94621

C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

- Develop student's social health/skills
- Improve student's emotional health
- Improve student's 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 (FERPA)**-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**- CONTRACTOR shall provide evidence of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence including coverage for claims of sexual abuse and molestation, sexual misconduct, harassment, bodily injury and property damage. The coverage shall name OUSD as an additional insured and CONTRACTOR shall furnish certificate of said insurance to OUSD.
- D. **Communication**-Communicate with School(s) and OUSD staff, both formally and informally, in good faith, 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.
- 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. **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).

#### V. DURATION

The term of this MOU is from 07/01/2019 to 06/30/2023.

#### VI. TERMINATION

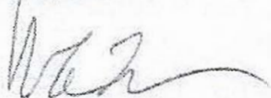
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VII. HOLD HARMLESS/INDEMNITY**

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

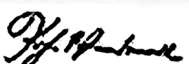
**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature

Date: 1/31/2020

Marty Lynch, Executive Director, CEO  
Print Name, Title

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent

Date: 10/29/2020


  
\_\_\_\_\_  
Jody London, Board of Education President

Date: 10/29/2020

\_\_\_\_\_  
Sponsoring Department of Site Principal

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

Approved as to form:

  
\_\_\_\_\_  
Andrea Epps, Office of the General Counsel

Date: 9/30/19

VendorID: 002582

Vendor Name: Lifelong Medical Care

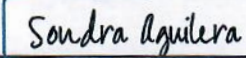
### COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [Lifelong Medical Care] ("CONTRACTOR", together with OUSD, "PARTIES").

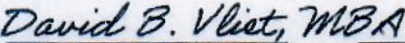
- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
  - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
  - The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.


**E. Electronic Signatures.** This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.


**OAKLAND UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
  
 8/24/2020  
 Chief or Deputy Chief      Date  
 Sondra Aguilera      CAO  
 \_\_\_\_\_  
 Print Name, Title

**CONTRACTOR**

 8/3/2020  
 Contractor Signature      Date  
 David B. Vliet, MBA  
 \_\_\_\_\_  
 Print Name, Title

  
 10/29/2020  
 Jody London      Date  
 President

  
 10/29/2020  
 Kyla Johnson-Trammell      Date  
 Secretary

*Previously approved as to form by OUSD General Counsel*





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.



## LifeLong Centers Leading the Way to a Healthier Community

Ashby Health Center • Brazell H. Carter Health Center • Brookside Richmond Health Center  
Brookside Dental Care • Brookside San Pablo Health Center • Dental Care  
Downtown Oakland Health Center • East Bay Community Recovery Project • Eastmont Health Center  
East Oakland Health Center • Howard Daniel Health Center • Immediate/Urgent Care – Berkeley  
Immediate/Urgent Care – San Pablo • Lenoir Health Center • Marin Adult Day Health Center  
Over 60 Health Center • Patient Services • Pinole Health Center • Rodeo Health Center  
School-Based Health Services • Supportive Housing Program • Trust Health Center  
West Berkeley Health Center • William Jenkins Health Center

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February 4, 2020

Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607

**RE: Statement of Qualifications**

To Whom It May Concern:

LifeLong Medical Care is a Federally Qualified Health Center that began in 1976 as the Over 60 Health Center. Today, LifeLong is a multi-site, non-profit, Federally Qualified Health Center providing primary health care services to people of all ages, primarily in Alameda and Contra Costa Counties. In 2018, LifeLong provided over 300,000 health care visits to more than 66,000 people.

LifeLong has been providing school-based health services for OUSD schools since 2009, and is committed to reducing health disparities, expanding healthcare access, and improving the health of our communities.

Thank you,

David B. Vliet

CEO

**LifeLong  
Medical  
Care**



Health Services For All Ages  
a californiahzalthc.center

## **LifeLong Centers Leading the Way to a Healthier Community**

Ashby Health Center • Brazell H. Carter Health Center • Brookside Richmond Health Center  
Brookside Dental Care • Brookside San Pablo Health Center • Dental Care  
Downtown Oakland Health Center • East Bay Community Recovery Project • Eastmont Health Center  
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School-Based Health Services • Supportive Housing Program • Trust Health Center  
West Berkeley Health Center • William Jenkins Health Center

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February 4, 2020

Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607

To Whom It May Concern:

We are providing you this letter to verify that LifeLong Medical Care completes TB and fingerprint background clearance for all staff and subcontractors working for LifeLong at OUSD schools.

Sincerely,

A handwritten signature in black ink that reads "David B. Vliet". The signature is written in a cursive, slightly slanted style.

David B. Vliet  
CEO

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : lifelong medical care\***  
**Record Status: Active**

<b>ENTITY</b>	Lifelong Medical Care	Status: Active
DUNS: 177726908	+4:	CAGE Code: 3XBJ6 DoDAAC:
Expiration Date: 03/16/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2344 6th St		
City: Berkeley	State/Province: CALIFORNIA	
ZIP Code: 94710-2412	Country: UNITED STATES	