

Board Office Use: Legislative File Info.	
File ID Number	16-1624
Introduction Date	6/29/16
Enactment Number	16-1261
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 Asian Health Services to Operate School Based Health Center**

**Action Requested** **Approval of MOU with Asian Health Services to Operate School Based Health Center**

**Background and Discussion** Asian Health Services will operate the school based health center at Oakland High School for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

**Recommendation** Approval of MOU with Asian Health Services 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. 16-1624  
Department: Student Services  
Vendor Name: Asian Health Services  
Contract Term: Start Date: 7/1/15 End Date: 6/30/19  
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 OUSD

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  
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**.

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 the Shop 55 Wellness Center, **Asian Health Services** partners with identified Oakland High to help meet the medical health, dental 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.

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

- Physical exams/sports physical
- Diagnosis and treatment of minor illness, injury and medical conditions
- STD screening and treatment
- Dental screening and treatment (contingent upon hire of qualified dental staff)
- Health education for students
- Youth development programs
- Outreach to youth and their families
- Community-wide health promotion events and activities
- 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:

- **Oakland High School:** 1023 MacArthur Blvd., Oakland, CA 94610

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 (contingent upon hire of qualified behavioral health staff)
- Improve student's physical health
- Improve student's dental health (contingent upon hire of qualified dental staff)
- 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 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).

#### 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 HARMELSS/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.

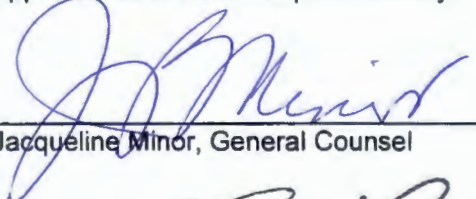
### CONTRACTOR

  
\_\_\_\_\_  
Dong Suh, MPP; Associate Director

Date: 3/17/16

### OAKLAND UNIFIED SCHOOL DISTRICT

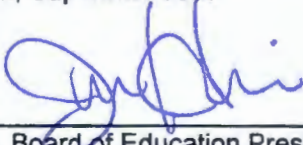
Approved as to form and procedure by:

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

Date: 6/24/16

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

Date: 6/30/16

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

Date: 6/30/16



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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 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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Lisa Figueroa	
	<b>PHONE (A/C, No, Ext):</b> 818-539-2300	<b>FAX (A/C, No):</b> 818-539-2301
<b>INSURED</b> Asian Health Services 818 Webster St Oakland, CA 94607	<b>E-MAIL ADDRESS:</b> Lisa_Figueroa@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Nonprofits' Insurance Alliance of C	
	<b>INSURER B:</b> NORCAL Mutual Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1888856959**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		201625135NPO	4/1/2016	4/1/2017	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 type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201625135NPO	4/1/2016	4/1/2017	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201625135UMBNPO	4/1/2016	4/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical Professional Retro Date: 7/1/86			610395	4/1/2016	4/1/2017	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)

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

**CERTIFICATE HOLDER****CANCELLATION**Oakland Unified School District  
1025 2nd Avenue  
Oakland CA 94606 USA

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
<b>Additional Premium:</b> <b>Included</b>
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.



# ASIAN HEALTH SERVICES

## ASIAN MEDICAL CENTER

818 WEBSTER ST  
OAKLAND, CA 94607  
OFFICE 510-986-6830  
OFFICE FAX 510-986-6890  
CLINIC 510-986-6800  
CLINIC FAX 510-986-6896

## Rolland and Kathryn Lowe Medical Center

835 WEBSTER ST  
OAKLAND, CA 94607  
510-318-5800  
FAX 510-986-8681

## FRANK KIANG MEDICAL CENTER

250 EAST 18TH ST, 2ND FLOOR  
OAKLAND, CA 94606  
510-735-3888  
FAX 510-628-0568

## AHS DENTAL CLINIC

345 9TH ST #302  
OAKLAND, CA 94607  
510-986-6888  
FAX 510-986-6816

## COLLEGE OF ALAMEDA DENTAL CLINIC

555 Ralph Appezato  
Memorial Parkway Building 218A  
Alameda, CA 94501  
510-986-6812  
FAX 510-986-9216

## ARC CLINIC

510-986-0430  
FAX 510-986-0572

## WILDCATS CLINIC OAKLAND HIGH SCHOOL

510-874-7152  
FAX 510-874-3694

## BOARD OF DIRECTORS

Carl Chan, *Chair*  
Tervina Moy, *Vice Chair*  
Gavin Funabiki, *Secretary*  
Vance Yoshida, *Treasurer*  
Wendy Cai  
Connie Chang  
Jirayut Latthivongskorn  
Linda Minamoto  
Sherilyn Tran  
Vinh Trinh  
Steve Yee, MD

## CHIEF EXECUTIVE OFFICER

Sherry Hirota

[www.asianhealthservices.org](http://www.asianhealthservices.org)

May 5, 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 Asian Health Services Employees

Ms. Larsen-Fleming,

This letter is provided to verify that Asian Health Services completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,



Sherry Hirota  
Chief Executive Officer







## **Statement of Qualifications – Asian Health Services**

### **Overview**

Asian Health Services (AHS) is a comprehensive community health center that has provided medical care, health education, insurance counseling, and client advocacy to the underserved Asian and Pacific Islander (API) population in Alameda County since 1974. AHS services and advocates for the medically underserved, equal parts clinical services and patient empowerment and advocacy. The mission of AHS is to serve and advocate for the Asian and Pacific Islander (API) community by ensuring access to health care services regardless of income, insurance status, immigration status, language or culture.

### **Services**

As an important part of this mission, AHS provides services in English and eleven Asian languages: Chinese, Vietnamese, Korean, Tagalog, Lao, Mien, Khmer, Karen, Mongolian and Burmese.

Our full-scope primary care clinics offer services and programs for the full life cycle: perinatal, pediatrics, adolescent, adult, to geriatric care. Services and programs include:

- Primary care
- Well-child visits
- Reproductive health
- Pregnancy testing
- STD testing and treatment
- Behavioral health services
- Case management
- Childhood Obesity Program
- Nutrition counseling
- Preventive health education

Medical Services at Oakland High School include:

- Primary care (Medi-Cal)
- Sports physicals
- Reproductive health services,
- Nutrition/diet counseling
- Sexual exploitation screening
- Health education/outreach
- Health insurance enrollment

Dental Services at Oakland High School include:

- Screening, x-rays, examination, cleaning, oral hygiene instructions, emergency treatment, including local anesthesia
- Referrals to treatment that cannot be provided at the Oakland High School clinic.



**Contact**

For more information about Asian Health Services or its services, please contact:

Linda Davidson

Director of Clinical Operations

Ph: (510) 986-6848, x324

F: (510) 986-6890

[www.asianhealthservices.org](http://www.asianhealthservices.org)

818 Webster St., Oakland, CA 94607