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Enactment Number	16-1262
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 Native American Health Center to Operate School Based Health Center**

**Action Requested** **Approval of MOU with Native American Health Center to Operate School Based Health Center**

**Background and Discussion** Native American Health Center will operate the school based health center at Madison Park Academy, Skyline High School, United for Success Academy, and Life Academy, with services also provided at Frick Middle School and Bret Harte Middle School for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

**Recommendation** Approval of MOU with Native American Health Center 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. 16-1625  
Department: Student Services  
Vendor Name: Native American Health Center  
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  
center 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 district

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  
Native American Health Center**

**I. PURPOSE**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between **Oakland Unified School District ("OUSD")** and **Native American Health Center**.

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, **Native American Health Center** partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. **Native American Health Center** 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. **Native American Health Center** takes advantage of its location to advance effective health promotion activities that contribute to the school success of students. Additionally, it serves as a resource for school administration on the selection, development and delivery of health education curricula for population health strategies. **Native American Health Center** participates in classroom-based and school-wide needs assessments and health promotion strategies responsive to risk factors that are prevalent among students.

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, their families and communities
- 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
- Additional health screenings and assessments (e.g., RAAPS-PH screening) and referrals to appropriate services.

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
Madison Health Center	400 Capistrano Dr., Oakland, CA 94603	- <b>Madison Park Academy (Upper Campus):</b> - 400 Capistrano Dr., Oakland, CA 94603 - <b>Madison Park Academy (Lower Campus):</b> - 470 El Paseo Dr., Oakland, CA 94603
Seven Generations Health Center at Skyline	12250 Skyline Blvd., Oakland, CA 94619	- <b>Skyline High School:</b> - 12250 Skyline Blvd., Oakland, CA 94619
Seven Generations Health Center at United for Success	2101 35 <sup>th</sup> Ave., Oakland, CA 94601	- <b>United for Success Academy:</b> - 2101 35 <sup>th</sup> Ave., Oakland, CA 94601 - <b>Life Academy High School:</b> - 2101 35 <sup>th</sup> Ave., Oakland, CA 94601



Additional schools served/services provided by Native American Health Center:

- **Frick Middle School:** 2101 35<sup>th</sup> Ave., Oakland, CA 94601
- **Bret Harte Middle School:** 3700 Coolidge Ave., Oakland, CA 94602

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**—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.

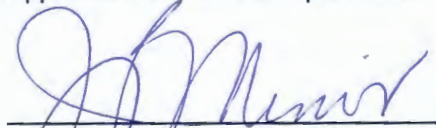
#### CONTRACTOR

  
\_\_\_\_\_  
Ana O'Connor, MS, JD, MBA, Chief Operating Officer

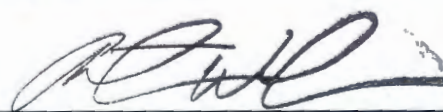
Date: 3/30/16

#### OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form and procedure by:

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

Date: 6/29/16

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

Date: 6/30/16





James Harris, Board of Education President

Date: 6/20/16



# CERTIFICATE OF LIABILITY INSURANCE

NATIV-3

OP ID: KN

DATE (MM/DD/YYYY)

06/03/2016

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> InterWest Insurance Services License #0B01094 100 Pringle Avenue, Suite 550 Walnut Creek, CA 94596 Michael E. Taylor, CPCU	<b>CONTACT NAME:</b> Kathryn Thome, CIC, CISR		
	<b>PHONE (A/C, No, Ext):</b> 831-635-2250	<b>FAX (A/C, No):</b> 831-638-6810	
	<b>E-MAIL ADDRESS:</b> kthome@iwins.com		
<b>INSURED</b> Native American Health Center, Inc. 1151 Harbor Bay Pkwy, Ste #201 Alameda, CA 94502	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers P/C Co of America		25674
	<b>INSURER B:</b> Travelers		
	<b>INSURER C:</b> Travelers Cas & Surety of IL		
	<b>INSURER D:</b> National Fire & Marine Ins Co		
	<b>INSURER E:</b> Republic Ind. Co. of America		22179
	<b>INSURER F:</b> Philadelphia Ins. Companies		

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSD 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 checked="" type="checkbox"/>	660746X528A16 PHSD1141282	05/01/2016 05/01/2016	05/01/2017 05/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
F	<input checked="" type="checkbox"/> <b>D&amp;O and EPLI</b>					MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> <b>D&amp;O/EPLI</b> \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b>		BA5D43590616	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" 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				
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b>	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EX1175R64A16	05/01/2016	05/01/2017	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>					
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	25074901	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				
C	<b>Crime</b>		105782061	05/09/2016	05/09/2018	<b>Emp Theft</b> <b>750,000</b>
D	<b>Prof. Liability</b>		HN013827	05/01/2016	05/01/2017	<b>Occ./Agg.</b> <b>\$2mm/\$6mm</b>

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

Certificate Holder is named as an Additional Insured per the attached blanket form provided there is a written contract or agreement in place. Primary wording applies.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School  
District (OUSD)  
Attn: Sandra Watkins  
1000 Broadway, Ste. 150  
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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POLICY NUMBER: X-660-746X528A-TIL-16

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 06-02-16

**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 person or organization:**

Oakland Unified School District  
Attn: Sandra Watkins

1000 Broadway, Ste. 150

OAKLAND

CA 94607

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

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

**OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that.

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.





May 25, 2016

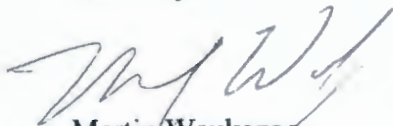
Mara Larsen-Fleming, MPP/MPH  
Director, Health & Wellness  
Community Schools & Student Services  
Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607

RE: TB and Fingerprint Clearance for Native American Health Center Employees

Dear Ms. Larsen-Fleming:

This letter is provided to verify that the Native American Health Center completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,



Martin Waukazoo  
Chief Executive Officer

**OAKLAND CENTER**

2950 International Blvd.  
Oakland, CA 94601  
Medical/Dental  
PH (510) 535-4400

**OAKLAND CENTER**

3124 International Blvd.  
Oakland, CA 94601  
Medical/Dental  
PH (510) 434-5421

**SAN FRANCISCO CENTER**

160 Capp Street  
San Francisco, CA 94110  
Medical  
PH (415) 621-8051  
Dental  
PH (415) 621-8056  
Family & Child Guidance Clinic  
PH (415) 621-4371  
Women, Infants & Children

**RICHMOND CENTER**

260 23rd Avenue  
Richmond, CA 94804  
PH (510) 232-7020

**ADMINISTRATIVE OFFICES**

1151 Harbor Bay Pkwy.  
Suite 201-Fiscal  
Suite 203-Administration  
Alameda, CA 94502  
PH (510) 747-3030



## **Statement of Qualifications – Native American Health Center**

### **Overview**

Native American Health Center is a non-profit organization that was established in 1972 in San Francisco to meet the health care needs of one of the largest populations of American Indians in the country. We now serve the California Bay Area Native population and other under-served populations in the Bay Area. Our mission is to provide comprehensive services to improve the health and well-being of American Indians, Alaska Natives, and residents of the surrounding communities, with respect for cultural and linguistic differences.

### **Services**

NAHC serves the community with a Holistic Model. We have worked at local, state, and federal levels to deliver resources and services for the urban Native community. Our school-based health centers emphasize prevention, integrated care and the removal of access barriers. They aim to improve adolescent health, well-being and success in school by increasing access to comprehensive, high-quality health care services, including the following:

- Medical care
- Dental care
- Behavioral health
- Health education
- Youth development
- Insurance enrollment
- Family engagement

### **Contact**

For more information about Native American Health Center or its services, please contact:

Bonnie Trinclisti, FNP, Director of Adolescent Health

Phone: (510) 434-5403

Fax: (510) 748-0116

Email: [BonnieT@nativehealth.org](mailto:BonnieT@nativehealth.org)

Address: 3124 International Blvd., Oakland, CA 94601

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