gislative File Info.
16-1622
6/29/16
16-1259
6/29/16



Memo

To

Board of Education

From

Sondra Aguilera, Deputy Chief Student Services

Board Meeting Date

June 22, 2016

Subject

MOU with La Clinica de la Raza to Operate School Based Health

Center

Action Requested

Approval of MOU with La Clinica de la Raza to Operate School Based Health Center

Background and Discussion

La Clinica de la Raza will operate the school based health centers at Hawthorne, Havencourt, Roosevelt, Tiger (Fremont High School) and TechnicClinc (Oakland Tech High School), and Youth Heart Health Center at MetWest High School, with services at Life Academy for the period

from July 1, 2015 to June 30, 2019 at no cost to the District.

Recommendation

Approval of MOU with La Clinica de la Raza 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. 16-1622							
Department: Student Services							
Vendor Name: La Clinica de la Raza							
Contract Term: Start Date: 7/1/2015 End Date: 6/30/2019							
Annual Cost: \$							
Approved by: Legal							
Is Vendor a local Oakland business? Yes No							
Why was this Vendor selected?							
Implement School based health pragram							
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 the District							

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
	V	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]
		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
	\sqcup	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

Legal 1/12/16 2

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNFIED SCHOOL DISTRICT AND LA CLÍNICA DE LA RAZA

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and La Clínica de La Raza, Inc. ("La Clínica") ("CONTRACTOR").

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

II. SCOPE OF SERVICES

Through its school-based health centers, **La Clínica** partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. **La Clínica** 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. La Clínica 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 at Havenscourt Health Center and Roosevelt Middle School Health Center only
 - 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 MOU include the following:

SCHOOL-BASED HEALTH CENTER	ADDRESS	SCHOOLS SERVED & ADDRESS
Hawthorne School- Based Health Center	1700 28 th Ave., Oakland, CA 94601	 Urban Promise Academy: 3031 East 18th St., Oakland, CA 94601 WORLD/ACHIEVE Charter Schools: 1700 28th Ave., Oakland, CA 94601
Havenscourt Health Center	1390 66 th Ave., Oakland, CA 94621	 Coliseum College Prep Academy: 1390 66th Ave., Oakland, CA 94621 ROOTS International Academy: 1390 66th Ave., Oakland, CA 94621
Roosevelt Middle School Health Center	1926 19 th Avenue, Oakland, CA 94606	 Roosevelt Middle School: 1926 19th Avenue, Oakland, CA 94606 Garfield Elementary: 1640 22nd Avenue, Oakland, CA 94606
Tiger Clinic	4610 Foothill Blvd., Oakland, CA 94601	- Fremont High School: 4610 Foothill Blvd., Oakland, CA 94601
TechniClinic	4351 Broadway Ave., Oakland, CA 94611	 Oakland Technical High School: 4351 Broadway Ave., Oakland, CA 94611 Oakland International High School:

		4521 Webster St., Oakland, CA 94609 - Street Academy: 417 29 th St., Oakland, CA 94609
Youth Heart Health Center	286 East 10th Street 1st floor Oakland, CA 94606	 Dewey Academy High School: 1111 2nd Ave., Oakland, CA 94606 La Escuelita Elementary School: 1050 2nd Ave, Oakland, CA 94606 Metwest High School: 314 East 10th St., Oakland, CA 94606 United Nations CDC: 1025 4th Ave., Oakland, CA 94606

Additional schools served/services provided by La Clinica de La Raza:

- Life Academy: 2101 35th Ave., Oakland, CA 94601
- C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:
 - Develop students' social, emotional, and 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).
 - 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.
 - 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 CONTRACTOR'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, 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, and utilities, 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 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).
- 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 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 HARMLESS/INDEMNITY

Each party to this MOU agrees to indemnify and hold harmless the other party 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 Signature Jane Garcia, Crief executive officer Print Name, Title OAKLAND UNIFIED SCHOOL DISTRICT Approved as to formand procedure by: Jacqueline Minor, General Counsel Date: 630(6)

James Harris, Board of Education President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2016

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

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 John B. Suhr, MS, CPCU, CRM, C		CONTACT John B. Suhr, MS, CPCU, CRM, C				
		PHONE (A/C, No. Ext): 408-510-5440	FAX (A/C, No):			
		E-MAIL ADDRESS:				
John B. S	unr, ms, cpco, crm, c	INSURER(S) AFFORDING COVE	RAGE	NAIC #		
		INSURER A: Nonprofits Ins. Alliance of	CA			
INSURED	La Clinica de La Raza PO Box 22210 Oakland, CA 94623-2210	INSURER B : Sentry Casualty Company				
		INSURER C: Travelers Property Casualt	у	25674		
		INSURER D :				
		INSURER E :				
		INSURER F:				
DEVICION WINDER						

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.

NSR LTR		TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X	COMMERCIAL GENERAL LIABILITY		11.00				EACH OCCURRENCE	s	1,000,000
		CLAIMS-MADE X OCCUR	X		201627061NPO	03/31/2016	03/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	S	500,000
	X		-					MED EXP (Any one person)	S	20,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	5	3,000,000
		POLICY PRO-						PRODUCTS - COMP/OP AGG	5	3,000,000
		OTHER:						Emp Ben.	\$	Included
	AUTOMOBILE LIABILITY X ANY AUTO							(Ea accident)	S	1,000,000
					201627061NPO	03/31/2016	03/31/2017	BODILY INJURY (Per person)	S	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	S	
		Acros						,	S	
I	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	s	10,000,000		
A		EXCESS LIAB CLAIMS-MADE	10000		201627061UMB	03/31/2016	03/31/2017	AGGREGATE	s	10,000,000
		DED X RETENTIONS 10000							s	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				03/31/2017	X PER OTH-			
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			902021902	03/31/2016		E.L. EACH ACCIDENT	s	1,000,000	
							E.L. DISEASE - EA EMPLOYEE	s	1,000,000	
						E.L. DISEASE - POLICY LIMIT	s	1,000,000		
C				105765427	03/31/2016	03/31/2017	Limit		1,000,000	
A	D&	O/EPL			201627061DO	03/31/2016	03/31/2017	Per Occ		1,000,000

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

Certificate holder is named as additional insured as per attached

endorsement form CG2026.

RE: All California Operations of the Named Insured. The coverage shall be primary as to OUSD.

CERTIFICATE HOLDER	CANCELLATION
OAKLA Oakland Unified School District (OUSD)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Sandra Watkins 1000 Broadway, Suite 150 Oakland, CA 94607	authorized representative

NOTEPAD

INSURED'S NAME La Clinica de La Raza

LACLI-1 OP ID: NI PAGE 2 Date 03/31/2016

Improper Sexual Conduct Liability is included in the General Liability policy which includes abuse, molestation, sexual and assault. General Aggregate Limit - \$1,000,000 Each Claim Limit - \$1,000,000

POLICY NUMBER: 201627061NPO

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, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. 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.

Oakland Unified School District (OUSD)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

A. In the performance of your ongoing operations; or B. In connection with your premises owned by or rented to you.



La Clínica de La Raza, Inc.

Mailing Address: Post Office Box 22210 Oakland, CA 94623 • Tel 510-535-4000 • Fax 510-535-4189 • www.laclinica.org

June 9, 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 La Clínica Employees

Ms. Larsen-Fleming,

This letter is provided to verify that La Clínica de La Raza completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,

Jane Garcia

Chief Executive Officer

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Statement of Qualifications – La Clínica de La Raza, Inc.

Overview

La Clínica de La Raza, Inc. (La Clínica) is a Federally Qualified Health Center that reduces barriers to health care by providing high-quality, accessible health services that are culturally and linguistically responsive. La Clínica is one of the largest nonprofit health services systems in Northern California, serving more than 97,000 patients annually at 32 sites in three Counties. In 2014, 69% of clients were low income and 26% were uninsured.

La Clínica has provided culturally responsive services to students at elementary, middle and high schools for 20 years at its School Based Health Centers. La Clínica has worked closely with school partners to expand the reach and scope of school health services and currently operates eight SBHCs in Oakland and San Lorenzo.

SBHCs bring culturally and linguistically responsive services directly to youth at their campus and La Clínica's SBHC services include primary medical care, family planning, immunizations, care for chronic illness, onsite dental services (two sites), individual and group behavioral health services and clinical health education. La Clínica is uniquely well positioned to reach students that otherwise face barriers to care that range from cost to lack of insurance to difficulty with transportation and concerns about confidentiality. Through building strong partnerships with school staff and providers, La Clínica's SBHCs are able to identify and serve students who are of the highest need.

Engaging youth in services that can positively impact their health requires consistent and deliberate outreach and an environment where adolescents feel welcomed, comfortable and acknowledged. La Clínica brings strong experience providing culturally and linguistically responsive services to diverse youth populations; direct services staff are bilingual and bicultural. Services are designed for adolescent patients: this means that youth are enrolled in multiple services to meet their range of needs; receive comprehensive assessments and health education counseling as part of their regular health care services; and are linked to onsite individual and group based health education that focuses on topics like nutrition, healthy relations

Services

La Clínica is a premier community health center, rooted in the concepts of wellness, prevention and patient-centered care. La Clínica coordinates and connects its patients to a broad network of services and strives to treat the whole person to improve and maintain their health and well-being. La Clínica's SBHC services include the following:

- Primary care medical services for youth
 - Physical exams
 - Immunizations
 - Laboratory testing
 - Prescriptions
 - Fitness and nutrition promotion
 - Management of chronic illnesses
- First Aid and Urgent care
- Family planning services
 - Birth control and safe sex education
 - Diagnosis and treatment of sexually-transmitted and other infections
 - HIV testing
- · Peer health education and leadership programs
- · Dental exams and services
- · Referrals to specialty care as needed
- · Behavioral health care services
 - Brief counseling
 - Crisis intervention
 - Case management linkage & referrals
 - Counseling support/education groups
- Insurance eligibility/enrollment
- Tobacco Cessation Counseling
- · Peer health education
- Health Care Career mentorship opportunities for youth

Contact

For more information about La Clínica de La Raza or its services, please contact:

Amy Ranger, SBHC Department Manager

Tel: 510-535-4000 (General line), 510-879-1572 (Amy Ranger)

Fax: 510-535-4189

http://www.laclinica.org/

La Clínica de La Raza Inc. P.O. Box 22210 Oakland, CA 94623-2210