

Board Office Use: Legislative File Info.	
File ID Number	17-1426
Introduction Date	08/09/17
Enactment Number	17-1120
Enactment Date	8-9-17



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

8-9-17

Subject Professional Services Contract - Maxim Health Systems, LLC
922/Community Schools and Student Services Department (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Maxim Health Systems, LLC. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

Shoo the Flu is a program to prevent cases of the flu by bringing free vaccines to Oakland area elementary school students and early childhood education sites. It is a collaboration of the Alameda County Public Health Department, California Department of Public Health and the Oakland Unified School District. The Shoo the Flu Program contributes to sustained student achievement because it is employing a health preventative strategy with predictable outcomes by vaccinating students against the flu virus. Maxim Health Systems will work with OUSD nurses to conduct seasonal flu vaccinations at OUSD elementary schools and early childhood education sites during the Fall 2017 Shoo the Flu Program; subsequently reducing absenteeism related to the seasonal flu virus.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and Maxim Health Systems, LLC, Columbia, MD, for the latter to provide flu vaccination services for OUSD elementary school students, school-based health centers, and early childhood education sites; medical personnel will work with OUSD nursing staff to conduct the seasonal flu vaccinations for Fall 2017, funded by Alameda County Health Care Services Agency, Public Health Department, for the period of September 1, 2017 through June 30, 2018, at no cost to the District.

Recommendation Approval of professional services contract between Oakland Unified School District and Maxim Health Systems, LLC. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out) No Fiscal Impact
not to exceed 0.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-1426

Department: 922/Community Schools and Student Services

Vendor Name: Maxim Health Systems, LLC

Contract Term: Start Date: 09/01/2017 End Date: 06/30/2018

Annual Cost: \$ 0.00

Approved by: Barbara Parker, Health Services Department

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Maxim Health, LLC will work with OUSD nurses to conduct seasonal flu vaccinations at OUSD elementary schools and early childhood education sites during the Fall 2017 Shoo the Flu Program; subsequently reducing absenteeism related to the seasonal flu virus.

Summarize the services this Vendor will be providing.

The Shoo the Flu Program contributes to sustained student achievement because it is employing a health preventative strategy with predictable outcomes by vaccinating OUSD students against the flu virus.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCAA 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**

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Maxim Health Systems, LLC

(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on September 1, 2017, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 88,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 88,300, whichever is later. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed zero dollars Dollars (0.00) [per fiscal year], at an hourly billing rate not to exceed \$ 0.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/A, which shall not exceed a total cost of \$ 0.00.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Barbara Parker
 Site /Dept.: 922/Community Schools and Student Services Department
 Address: 1000 Broadway, Suite 150
Oakland CA 94607
 Phone: 510-879-2357
 Email: barbara.parker@ousd.org

CONTRACTOR:

Name: Dana Shepherd
 Title: Assistant Controller
 Address: 7227 Lee Deforest Drive
Columbia MD 21046
 Phone: 410-910-1500
 Email: dashepherd@maxhealth.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

☒ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** 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 controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to

Professional Services Contract

student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- ☒ President, Board of Education
☒ Superintendent
☒ Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Dana Shepherd

Assistant Controller

Print Name, Title

Form approved by OUSD General Counsel for 2016-17 FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

MECHAGLE L. SMITH, Attorney at Law

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Maxim Health, LLC personnel will work with OUSD nursing staff to conduct seasonal flu vaccinations at OUSD elementary schools, school-based health centers, and early childhood sites during the Fall 2017 Shoot the Flu Program.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

These services will contribute to sustained student achievement because it is employing a health preventative strategy with predictable outcomes by vaccinating students against the flu virus.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2016

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).

PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE: (610) 526-9130 FAX: (610) 526-9221 EMAIL: certificates@altuspartners.com POLICY NUMBER: 00000042
INSURED Maxim Health Systems, LLC 7227 Lee DeForest Drive Columbia MD 21046	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: ACE American Ins Co. 22667 INSURER C: ACE American Ins Co. 22667 INSURER D: Federal Insurance Company 20281 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15-16 Health Sys Std+ES

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	PE1505206	11/30/2015	11/30/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - CONSUM/CP AGG \$ 3,000,000 Products Exclusion
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	008865450 008865462 (Owned)	11/30/2015 11/30/2015	11/30/2016 11/30/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ Underinsured motorist \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAMS-MADE DEDUCTIBLE RETENTION \$ 4,000,000	PE1505206	11/30/2015	11/30/2016	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	C48591359 C48591383 (OR, WA) C48591346 (CA, MD) C48591371 (TX)	11/30/2015	11/30/2016	<input checked="" type="checkbox"/> NO STATE-TO-TOY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
Professional Liability	PE1505206 (SIR)	11/30/2015	11/30/2016	\$4,000,000 Per claim \$4,000,000 Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 904, Additional Remarks Schedule, if more space is required)

Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Certificate holder is an additional insured on the general liability insurance policy per the written agreement.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Risk Management
1000 Broadway St., 400
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

Krista Dean/KMD

Krista M. Dean



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2015

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).

PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010	CONTACT Krista Dean PHONE: (610) 526-9130 FAX: (610) 526-9021 EMAIL: certificates@altuspartners.com POLICY ID: 00000042												
INSURED Maxia Health Systems, LLC 7227 Lee DeForest Drive Columbia MD 21046	INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Lloyd's of London</td><td>NAIC #</td></tr><tr><td>INSURER B: ACE American Ins Co.</td><td>22667</td></tr><tr><td>INSURER C: ACE American Ins Co.</td><td>22667</td></tr><tr><td>INSURER D: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Lloyd's of London	NAIC #	INSURER B: ACE American Ins Co.	22667	INSURER C: ACE American Ins Co.	22667	INSURER D: Federal Insurance Company	20281	INSURER E:		INSURER F:	
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INSURER D: Federal Insurance Company	20281												
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 15-16 Health Sys Std+ES

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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY START DATE	POLICY END DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIX GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC		PH1505206	11/30/2015	11/30/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 Products Exclusion
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ED08065450 ED08065462 (Owned)	11/30/2015 11/30/2015	11/30/2016 11/30/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ Underinsured motorist \$
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 4,000,000		PH1505206	11/30/2015	11/30/2016	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	C48591358 C48591383 (OR, WA) C48591346 (CA, MA) C48591371 (TX)	11/30/2015	11/30/2016	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
Professional Liability		PH1505206 (SIX)	11/30/2015	11/30/2016	\$4,000,000 Per claim \$4,000,000 Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Endorsement, if more space is required)

Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Certificate holder is an additional insured on the general liability insurance policy per the written agreement.

CERTIFICATE HOLDER

CANCELLATION

Shoo the Flu, LLC.
2625 Middlefield Road, #826
Palo Alto, CA 94306

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

Krista Dean/END



7221 LEE DEFOREST DR
COLUMBIA, MD 21046
TEL: 410 ▲ 910 ▲ 1500
FAX: 410 ▲ 910 ▲ 1720
TOLL FREE: 888 ▲ 252 ▲ 5427

August 31, 2016

To Whom It May Concern:

I am writing on behalf of the Maxim Health Systems team regarding our staff, who will be managing and operating our upcoming flu clinics with the Oakland Unified School District's Shoo the Flu Program. I can hereby ensure that for all Maxim team members we possess proof of pre-employment screening to include as required by state law, a physical and TB skin test, professional references, and criminal background check(s). We look forward to hosting successful upcoming flu clinics and value your partnership.

Sincerely,


Dana Shepherd

Assistant Controller
Maxim Health Systems
DaShepher@maxhealth.com
410-910-1638



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist ☐ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
☐ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.org

Contractor Information

Contractor Name	Maxim Health Systems, LLC	Agency's Contact	Dana Shepherd		
OUSD Vendor ID #	V052070	Title	Assistant Controller		
Street Address	7227 Lee Deforest Drive	City	Columbia	State	MD Zip 21046
Telephone	410-910-1500	Email (required)	dashepherd@maxhealth.com		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	September 1, 2017	Date work will end	June 30, 2018	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
			5825	
			5825	
			5825	
Requisition No. (required)	N/A	Total Contract Amount	\$ 0.00	

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☐ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Barbara Parker	Phone	510-879-2357
	Site/Department (Name & #)	922/Community Schools and Student Services Department		Fax	510-879-4605
	Signature	<i>[Signature]</i>		Date Approved	06/14/17
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>[Signature]</i>		Date Approved	7/17/17
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____			
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
	Legal Required if not using standard contract	Approved	<i>[Signature]</i>	Denied - Reason	Date
	Procurement	Date Received		PO Number	

SAM Search Results
List of records matching your search for :

Search Term : maxim* healthcare*
Record Status: Active

ENTITY	Maxim Healthcare Services, Inc.	Status:Active
DUNS: 606290401	+4:	CAGE Code: 1NW03 DoDAAC:
Expiration Date: Feb 2, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 7227 Lee Deforest Dr		
City: Columbia	State/Province: MARYLAND	
ZIP Code: 21046-3236	Country: UNITED STATES	

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

Rebecca Gebhart, Interim Director



REVISED

AGENDA_March 28, 2017

ADMINISTRATION & INDIGENT HEALTH

1000 San Leandro Blvd, Suite 300

San Leandro, CA 94577

TEL (510) 618-3452

FAX (510) 351-1367

February 23, 2017

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SHOO THE FLU, LLC AND ADDITION OF 12 PAY UNITS FOR THE PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION

RECOMMENDATIONS:

- A. Approve and execute the First Amendment to the Memorandum of Understanding (MOU) with Shoo the Flu, LLC (Principal: Casey Wright, Director; Location: Palo Alto) where the County is the contractor providing services to support the school-based influenza vaccination program Shoo the Flu to modify the term of the agreement regarding management of staffing and program activities, increase the contract amount from \$197,778 to \$572,257 (an increase of \$374,479), and extend the agreement by two years, from 7/1/15-6/30/17 to 7/1/15-6/30/19;
- B. Approve and authorize the addition of twelve (12) pay units for one (1) full-time Program Specialist project position in the amount of \$129,948 to be funded by the Shoo the Flu MOU above; and
- C. Authorize the Auditor-Controller to adjust the appropriations as outlined in the attached Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

On July 28, 2015, your Board approved the MOU between the Public Health Department (PHD) and Shoo the Flu, LLC (STF) to provide school-based influenza vaccination to students and school staff, free of charge, at Oakland area preschool and elementary schools. All public, charter and private schools are invited to participate. In 2014, 110 school sites participated and 8,641 students and staff were vaccinated against the flu. In 2015, 138 schools participated and 11,277 students and staff were vaccinated. In 2016, 102 schools participated and 8,732 students and staff were vaccinated. Between 49 and 57% of students vaccinated are low income and approximately 30% of consent forms are returned in a language other than English.

Prior funding was used by PHD for clinical and administrative supplies, printing/copying, medical waste disposal fees, and some nurse staffing. PHD also provided the logistical support including office space and equipment, procurement and storage of vaccines, training in vaccine administration, outreach, and other activities for the program. However, in the past, STF directly paid for program

operating staff, contract nursing staff, courier services, program outreach, and additional supplies. Under this amendment, these contracts and purchases will be transitioned to PHD management.

Your Board is requested to approve the amendment to change the scope of work and extend the contract term for additional two years. Under this amendment, STF will provide funding for one program operating staff member who is under the direction of PHD to assist in the program administration, meeting coordination, and communication with program partners. The STF funding also provides for medical and administrative supplies, medical waste disposal, contracted nurses to administer influenza vaccinations, and courier services in order to implement the program.

Your Board is also requested to authorize additional 12 pay units for one full-time Program Specialist project position who will be responsible for planning, implementing and evaluating the Shoo the Flu program, as mentioned above. Specifically, this position will act as a liaison between health care providers, community organizations, clients and all state and local agencies for program delivery; coordinate and train staff assigned to school-based clinics; negotiate and/or renew contracts with vendors; monitor and evaluate the program performance and make adjustments as necessary.

Shoo the Flu LLC is an entity of the Carl V. Page Memorial Foundation, commonly referred to as the Page Family Foundation, which conceived of and has funded PHD and Oakland Unified School District's efforts to build and implement the Shoo the Flu program. The program is a collaboration of the PHD, OUSD, the California Department of Public Health and other community partners. In addition to funding the program, Shoo the Flu LLC has also provided technical assistance for program implementation and is funding a rigorous, independent evaluation of the program's impact on influenza illness, influenza vaccination rates, and absenteeism.

FINANCING:

Funding for this MOU agreement is included in the Fiscal Year 2016-17 adjusted budget and is included the Fiscal Year 17-18 MOE requested budget. There is no impact to net County cost as a result of approving the above recommendations.

Very truly yours,


Rebecca Gebhart, Interim Director
Health Care Services Agency

FINANCIAL RECOMMENDATION

AGENDA DATE:

3/21/2017

Subject of Board Letter:

APPROVE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SHOO THE
 FLU, LLC AND ADDITION OF 12 PAY UNITS FOR THE PUBLIC HEALTH DEPARTMENT, DIVISION OF
 COMMUNICABLE DISEASE CONTROL AND PREVENTION

BY: 2017

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
				-

ORG TOTAL \$

-

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL \$

-

GRAND TOTAL ANTICIPATED REVENUE \$

-

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000	PHG16CD51300	129,948
350905	610000	00000	PHG16CD51300	(129,948)

ORG TOTAL \$

-

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL \$

-

GRAND TOTAL APPROPRIATION \$

-

#REF!

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

SHOO THE FLU, LLC

AND THE

ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

This First Amendment to the Memorandum of Understanding (this "First Amendment") is made as of _____, 2017 (the "Amendment Date"), by Shoo the Flu, LLC ("Organization") and the Alameda County Public Health Department ("ACPHD"), collectively, the "Parties."

RECITALS:

WHEREAS, the Parties wish to amend the original Memorandum of Understanding (the "Original MOU"), dated July 1, 2015, to reflect the conclusion of the Bay Area Flu Study, and to allow for broader Program evaluation opportunities going forward; and

WHEREAS, the Parties endeavor to diversify the funding sources used to support the ACPHD-led School-Located Influenza Vaccinations ("SLIV") efforts, enabling the Organization to pursue additional financial sponsors for the Program; and

WHEREAS, the Parties desire to extend the Program for two additional years, until June 30, 2019; and

WHEREAS, the Parties agree to no longer require Organization to coordinate regular meetings and communication among all partners;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated in this First Amendment and made a part thereof by this reference.

2. All terms used in this First Amendment, but not defined herein, shall have the meaning given such terms in the Original MOU.

3. Section 2 of the Original MOU is removed in its entirety and replaced with the following:

"This MOU shall commence on July 1, 2015 and continue until June 30, 2019, unless terminated as described below. The Parties may extend this term by mutual agreement in writing."

4. Section 3(a) of the Original MOU is removed in its entirety and replaced with the following:

"a. ACPHD Responsibilities

- Oversight and general coordination between ACPHD staff and Organization staff;
 - Providing office space and computers for staff fully- or partially-funded by the Organization who are assigned to promote the Program;
 - Vaccine management including procurement, storage, and distribution of VFC and State vaccine;
 - Providing staff for administration of the flu vaccine to students and school employees;
 - Providing training in vaccine administration and Program requirements to vaccinators;
 - Planning and implementation support for vaccinators and outreach activities;
 - Providing laboratory services for evaluation components of the Program (see attached detail). These laboratory services shall include:
 - Screening specimens collected during the Program for influenza;
 - Sub-typing influenza A specimens found positive during screening;
 - Forwarding all influenza-positive, sub-type specimens as constituents of the routine courier transports of specimens to the California Department of Public Health for strain typing analysis; and
 - Providing expert laboratory consultation regarding issues with specimen collection, transport, or the interpretation of results.
- and;
- Assisting with all Program components including, but not limited to, outreach, enlistment of schools and organizations, communication, program evaluation, and impact evaluation."

5. Section 3(b) of the Original MOU is removed in its entirety and replaced with the following:

"b. Organization Responsibilities:

- Provide funding for one or more staff members to assist with management of the Program. This staff member(s) may be a contracted employee or a direct employee of ACPHD. The Organization shall not control – directly or indirectly – the terms and conditions of work for this staff member(s), nor shall the Organization be considered the employer of the staff member for any purposes.
- Financing (in an amount subject to the Organization's sole discretion in light of the ACPHD's annual SLIV and Laboratory budgets as described herein) of vaccine delivery, education, communication, and messaging (including all marketing and advertisement materials), and program evaluation.
- Subject to Section 4 ("Compensation"), payment of ACPHD's Program costs, including but not limited to, costs directly related to the Program, such as ACPHD staff time, medical supplies, office supplies, computers/utilities, vaccine transport equipment (coolers, thermometers, etc.) and other miscellaneous costs, which must all be approved by Organization in advance;
- Subject to Section 4 ("Compensation"), payment for pre-approved laboratory costs for specimen testing for evaluation activities."

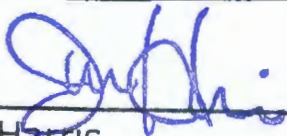
6. Except as expressly amended by this First Amendment, all other terms, conditions, and provisions of the Original MOU are hereby ratified and confirmed and shall continue in full force and affect. In the event of a conflict between this First Amendment and the Original MOU, the provisions of this First Amendment shall control.

[Signatures appear on the following page.]

[Signature page to the First Amendment to the Memorandum of Understanding]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Memorandum of Understanding to be executed by their duly authorized representatives as of the Amendment Date:

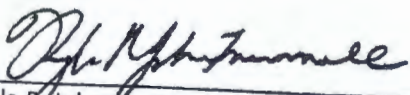
Dated: 8-9-17


James Harris
President, Board of Education

ALAMEDA COUNTY

By: _____
Wilma Chan
President, Board of Supervisors


Dated: 8-9-17


Kyla R. Johnson-Trammell
Secretary, Board of Education

SHOO THE FLU, LLC

By: _____
Casey Wright, ScM, Director

File ID Number: 17-1426
Introduction Date: 8-9-17
Enactment Number: 17-1120
Enactment Date: 8-9-17
By: _____

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By: 
Print Name S. Ziegler

[Signature page to the First Amendment to the Memorandum of Understanding]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Memorandum of Understanding to be executed by their duly authorized representatives as of the Amendment Date:

Dated: _____

ALAMEDA COUNTY

By: _____
Wilma Chan
President, Board of Supervisors

Dated: _____

SHOO THE FLU, LLC

By: _____
Casey Wright, ScM, Director

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By: _____

Print Name S. Ziegler