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Enactment Date	10/28/2020 If



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Mara Larsen-Fleming, Director, Health and Wellness

Board Meeting Date October 28, 2020

Subject Memorandum of Understanding and COVID Amendment with East Bay Agency for Children to Operate School Based Health Center

Action Requested and Recommendation Approval of Memorandum of Understanding with East Bay Agency for Children to Operate School Based Health Center.

Background

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

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

Discussion

Approval by the Board of Education of Memorandum of Understanding between the District and East Bay Agency for Children, Oakland, CA, for the latter to operate the school based health center, Frick Health and Wellness Center, serving Frick United Academy of Languages, as delineated in the Scope of Work, incorporated herein by reference as though fully set forth, for the Health and Wellness unit of the Community Schools and Student Services Department, for the term July 1, 2019 to June 30, 2023, at no cost to the District.

Fiscal Impact No Fiscal Impact

Attachments Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
East Bay Agency for Children**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and East Bay Agency for Children ("Contractor").

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. SCOPE OF SERVICES

Through its school-based health center, East Bay Agency for Children partners with identified Oakland school(s) to help meet the medical health, dental health, mental health, health education and youth development needs of the students. East Bay Agency for Children will partner with other service providers on these campuses to provide a range of wellness services that remove barriers to learning and ensure increased access to care. East Bay Agency for Children takes advantage of its location to advance effective health promotion activities that contribute to the school success of students.

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

- Mental health counseling (through ACHCSA EPSDT contract).
- 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

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
Frick Health & Wellness Center	2845 64 th Ave., Oakland, CA 94605	Frick Impact Academy: 2845 64 th Ave., Oakland, CA 94605.

Additional OUSD schools will have appointment only access to services.

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 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 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 per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage 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 disseminate such information in compliance with HIPAA and state privacy laws. 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 the School(s), OUSD Staff, Alameda County Health Care Services Agency staff and the Contractor,
- B. Maintenance.** - Provide necessary services to maintain this space, in accordance with OSHA and OSHA 3 standards, including janitorial services, maintenance, utilities, and technology support, in a manner satisfactory to the CONTRACTOR. Clean facility, including restrooms, exam rooms and common areas daily when the clinic is open at the level of service required by OSHA and provided to the OUSD's public schools at no expense to Contractor.
- C. Data.** - Ensure that Contractor has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with the Contractor's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

Parties agree to execute any District authored data sharing agreement necessary for compliance with this Section.

V. DURATION

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

VI. TERMINATION

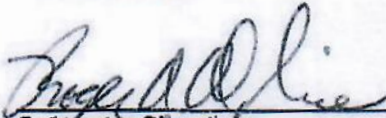
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. HOLD HARMLESS/INDEMNITY

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

CONTRACTOR



Contractor Signature

Date: 8/25/2020

Roger A. Ailshie, CFO
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form and procedure by:

Sponsoring Department of Site Principal

Date: _____



Andrea Epps, Deputy General Counsel

Date: 3/3/20



Kyla Johnson-Trammell, Superintendent

Date: 10/29/2020



Jody London, Board of Education President

Date: 10/29/2020

001473

VendorID: _____

Vendor Name: East Bay Agency for Children

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and East Bay Agency for Children ("CONTRACTOR", together with OUSD, "PARTIES").

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:
Sondra Aguilera 9/21/2020
Chief or Deputy Chief Date

Sondra Aguilera Chief Academic Officer

Print Name, Title

CONTRACTOR

Roger A. Ailshie 8/25/2020
Contractor Signature Date

Roger A. Ailshie, CFO
Print Name, Title

Jody London 10/29/2020
President Date

Kyla Johnson-Trammell 10/29/2020
Secretary Date

Previously approved as to form by OUSD General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2019

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

Cook, Disharoon & Greathouse, Inc.
1942 Embarcadero

Oakland CA 94606

INSURED

East Bay Agency for Children
2828 Ford Street

Oakland CA 94601

CONTACT NAME: Lynda Reynolds-Brown

PHONE (A/C, No, Ext): (510) 437-1900

FAX (A/C, No): (510) 437-1979

E-MAIL ADDRESS: lbrown@cdginsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits Insurance Alliance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL19111412717

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Social Services	X		2019408866NPO	11/14/2019	11/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Social Service Prof Liab - Agg \$ 3,000,000
	<input checked="" type="checkbox"/> Professional Liability						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2019408866NPO	11/14/2019	11/14/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$			2019408866UMBPO	11/14/2019	11/14/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Improper Sexual Conduct			2019408866NPO	11/14/2019	11/14/2020	Each Claim & Aggregate \$1,000,000
	Liquor Liability						Each Claim & Aggregate \$1,000,000

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

Per Acord guidelines, please refer to 2nd page COMMENTS/REMARKS section for Additional Insured and special endorsement information.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Risk Management
1000 Broadway, Suite 440
Oakland, CA 94607

CANCELLATION

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

L Reynolds-Brown/LB

Lynda A. Reynolds-Brown

COMMENTS/REMARKS

Oakland Unified School District, its officers employees, volunteers or agents are Additional Insured per the attached policy form #CG2026 0413, provided it is required in a written contract between the Named Insured and the Additional Insured.

POLICY NUMBER: 2019-08866
Named Insured: East Bay Agency for Children

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

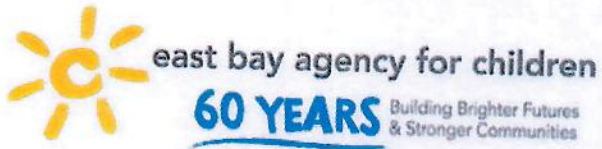
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Statement of Qualifications – East Bay Agency for Children

Overview

East Bay Agency for Children (EBAC) improves the well-being of children, youth and families by reducing the impact of trauma and social inequities. EBAC delivers a comprehensive continuum of services focused on building resiliency, aiding in recovery and prevention. Founded in 1952, East Bay Agency for Children has a long history of providing community-based services that serve as a prevention and complementary recovery services to vulnerable children and families.

Services

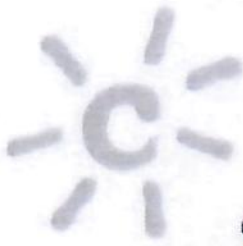
East Bay Agency for Children operates four student and family support service programs in Alameda County that are designed to remove barriers to students' learning and promote the flow of resources and support to families in need. Intensive treatment and behavioral health intervention services are provided to students on 40 campuses throughout Alameda County. Our services and programs include the following:

- Mental Health Counseling at School Sites (PALS)
- Intensive Therapy in Specialized Classrooms
- Student and Community Family Support Services
- Child Assault Prevention Training (CAP)
- Circle of Care (Grief and Illness Support Services)

Contact

For more information about East Bay Agency for Children or its services, please contact:

Alinya Charron – Program Director Frick Health & Wellness, Circle of Care, Child Assault Prevention programs
510-531-7551 x3109
510-531-3657
www.ebac.org
303 Van Buren Ave, Oakland Ca 94610



east bay agency for children

May 29, 2019

Oakland Unified School District
Attention: Eia Gardner
1000 Broadway, Suite 440
Oakland, California 94607

To Whom It May Concern:

This letter is to confirm that all East Bay Agency for Children employees, contractors, interns, and volunteers are required to have DOJ & FBI fingerprint and TB clearances to be employed by EBAC and therefore to be assigned to any of our partner school districts.

We will also receive, via our agreement with the California Department of Justice, reports of any subsequent arrests for any of our employees, contractors, interns, or volunteers who received clearance through their agency.

Additionally, all of our employees, contractors, interns, and volunteers are required to renew their TB skin tests and/or chest x-rays every four years.

We are confirming that Ashley Trahan, Lance McGee, Denis Vidal and Alinya Charron are in compliance with these requirements, and proof of fingerprinting and TB testing for any staff that we assign to OUSD School will be available to OUSD upon demand.

Best regards,


Autumn Edwards
HR Generalist
510-844-6715
autumn.edwards@ebac.org

ADMINISTRATIVE OFFICES

303 Van Buren Avenue
Oakland, CA 94610
Ph: 510.268.3770
F: 510.268.1073
www.EBAC.org

SERVICES

School-Based Behavioral Health
Schoolbased therapy

Intensive Behavioral Health
*Counseling enriched classrooms
Therapeutic nursery school
Youth empowerment services*

Family & Community Wellness
*Afterschool programs
Early childhood services
Family resource centers
Grief and loss support
Schoolbased health center*

Trauma Informed Collaborative
Trauma Transformed center

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Jackie Lynn Ray
Daniel Shulman

CHIEF EXECUTIVE OFFICER

Josh Leonard

SAM Search Results
List of records matching your search for :

Search Term : east bay agency for children*
Record Status: Active

ENTITY	East Bay Agency For Children	Status: Active
DUNS: 070159215	+4:	CAGE Code: 34ZD6 DoDAAC:
Expiration Date: 11/24/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2828 Ford St City: Oakland ZIP Code: 94601-2114	State/Province: CALIFORNIA Country: UNITED STATES	