Board Office Use: Legislative File Info.				
File ID Number 20-0747				
Introduction Date 10/28/20				
Enactment Number				
Enactment Date				



Memo					
То	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 Asian Health Services to				
	Operate School Based Health Center				
Action Requested and Recommendation	Approval of Memorandum of Understanding with Asian Health Services to Operate School Based Health Center.				
Background	Through its school-based health center, Asian Health Services partners with identified				
(Why do we need these services? Why have you	Oakland schools to help meet the medical health, dental health, mental health, health				
selected this vendor?)	education and youth development needs of the students. Asian Health Services will partner				
	with other service providers on these campuses to provide a holistic set of wrap-around				
	services that remove barriers to learning and ensure increased access to care.				
Discussion	Approval by the Board of Education of a Memorandum of Understanding between District				
	and Asian Health Services, Oakland, CA, for the latter to operate the school based health				
	center, Shop 55 Wellness Center, serving Oakland High School, as delineated in the Scope of				
	Work, incorporated herein by reference as though fully set forth, 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 UNFIED SCHOOL DISTRICT AND ASIAN HEALTH SERVICES

I. PURPOSE

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

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

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

II. SCOPE OF SERVICES

Through the Shop 55 Wellness Center, Asian Health Services partners with identified Oakland High to help meet the medical health, dental health, health education and youth development needs of the students. Asian Health Services will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

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

- Physical exams/sports physical
- Diagnosis and treatment of minor illness, injury and medical conditions
- STD screening and treatment
- · Dental screening and treatment (contingent upon hire of qualified dental staff)
- Health education for students
- Youth development programs
- Outreach to youth and their families
- Community-wide health promotion events and activities
- Referrals to health and social service providers on and off site.
- B. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

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

- C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are;
 - Develop student's social health/skills
 - Improve student's emotional health (contingent upon hire of qualified behavioral health staff)
 - Improve student's physical health
 - Improve student's dental health (contingent upon hire of qualified dental staff)
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Create accountability for quality
 - Help create full service community schools in OUSD

III. CONTRACTOR RESPONSIBILITIES

A. Policies- Ensure that all CONTRACTOR personnel, including subcontractors, will comply

with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

- 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.
- 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.
- Family Education Rights and Privacy Act (FERPA) 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- CONTRACTOR shall provide evidence of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence including coverage for claims of sexual abuse and molestation, sexual misconduct, harassment, bodily injury and property damage. The coverage shall name OUSD as an additional insured and CONTRACTOR shall furnish certificate of said insurance to OUSD.
- D. Communication- Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in the CONTRACTOR'S program.
- E. Confidentiality-CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD, or without the consent of the student, and/or eligible student and/or guardian, as provided for under HIPAA, FERPA and other applicable privacy regulations. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- F. Site-Based Agreements-CONTRACTOR shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

IV. OUSD RESPONSIBILITIES

- A. Space-Provide suitable space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the CONTRACTOR.
- B. 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). CONTRACTOR shall only use student data that is provided consistent with FERPA and state privacy law by OUSD whenever applicable, appropriate and approved by OUSD.

V. DURATION

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

VI. TERMINATION

The share the second

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

Date: 11/22/19

Contractor Signature

Dong Suh, Chief Deputy of Administration Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT

Kyla Johnson-Trammell, Superintendent

Date:

Date:

lody London, Board of Education President

Date:

Sponsoring Department of Site Principal

·3·

Approved as to form:

8 314 Barr

Andrea Epis-Office of the General Counsel

Date: <u>9/30/1</u>9

Statute and statutes

VendorID: _____ Vendor Name: <u>Asian Health Services</u>

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [Asian Health Services] ("CONTRACTOR", together with OUSD, "PARTIES").

- A. Recitals. Both OUSD and CONTRACTOR agree to the following recitals:
 - 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.
 - 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.
 - 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 including, but not limited to, Government 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 SCH	OOL DISTRICT	CONTRACTOR	
Sondra Aguilera	8/24/2020	Dong Suh District States Area	00/40/0000
Chief or Deputy Chief	Date	Contractor Signature	<u>_06/19/2020</u> Date
Sondra Aguilera	CAO	Dong Suh, Chief Deputy o	f Administration
Print Name, Title		Print Name, Title	Maninistration
Jody London	Date		
President			
Kyla Johnson-Trammell Secretary	Date		

Previously approved as to form by OUSD General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2019

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Ins	hur J. Gallagher & Co. urance Brokers of CA Inc. LIC #072	6293		PHONE (A/C, No, Ext): 818	539.8620	FAX (A/C No)	: 818.53	9.8720
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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ASIAHEA-04

Arthur J. Gallagher & Co. Asian Health Services POLICY NUMBER 101 8th Street, Suite 100 Oakland, CA 94607	ACORD	®	ADDI			Page 1 of 1
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A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Pa	art Leased To You):
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Name Of Person(s) Or Organization(s) (Additional Insured):

Any person or organization acting as a manager or lessor of a premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.

Additional Premium: Included

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and 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, subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Any offense which constitutes "personal and advertising injury" which is committed after you cease to be a tenant in that premises; or
- 3. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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 insured, 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.



ADMINISTRATIVE OFFICES 101 8th Street, Suite 100 | Oakland, CA 94607 | 510-735-3100

November 25, 2019

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

RE: TB and Fingerprint Clearance for Asian Health Services Employees

Ms. Larsen-Fleming,

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

Sincerely,

Sherry Hurla

Sherry Hirota Chief Executive Officer

ASIAN HEALTH SERVICES

Statement of Qualifications - Asian Health Services

Overview

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

Services

As an important part of this mission, AHS provides services in English and the following 14 Asian languages: Cantonese, Vietnamese, Mandarin, Khmer, Korean, Tagalog, Mien, Lao, Mongolian, Karen, Karenni, Arabic, ASL, and Burmese.

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

- Primary care
- Well-child visits
- Reproductive health and family planning
- Behavioral health services
- Case management
- Chronic illness management
- Childhood Obesity Program
- Nutrition/diet counseling
- Individual and group preventive health education counseling
- Youth program and teen clinic

Behavioral Health Services at Oakland High School include*

Mild to moderate individual therapy and counseling

Medical Services at Oakland High School include*

- Confidential reproductive health and family planning health including pregnancy testing, contraceptives, and STD/STI testing, counseling and treatment
- Sexual exploitation screening
- Sports physical exams
- Primary care (Medi-cal)
- Health education/outreach
- Nutrition/diet counseling
- Health insurance enrollment (Medi-cal and Covered CA plans)

Dental Services at Oakland High School include:

 Preventive dental care, screenings, x-rays, examination, cleaning, oral hygiene instructions, emergency treatment, including local anesthesia

*We provide referrals for needed treatment outside of the Oakland High School clinic's scope of services.

Contact

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

Angela Harris, GEMBA Director of Clinic Operations Ph: (510) 735-3122 Email: <u>AHarris@ahschc.org</u> <u>www.asianhealthservices.org</u> 101 8th St|Suite_100|Oakland, CA 94607

SAM Search Results List of records matching your search for :					
Search Term : asian health services* Record Status: Active					
ENTITY ASIAN HEALTH SERVICES	Status: Active				
DUNS: 113742720 +4:	CAGE Code: 30LP2 DoDAAC:				
Expiration Date: 01/05/2021 Has Active E	xclusion?: No Debt Subject to Offset?: No				
Address: 101 8TH STCity: OAKLANDState/Province: CALIFORNIAZIP Code: 94607-4707Country: UNITED STATES					
ENTITY ASIAN HUMAN SERVICES FAMILY HEALTH CENTER Status: Active					
DUNS: 135942774 +4:	CAGE Code: 4F0L6 DoDAAC:				
Expiration Date: 10/29/2020 Has Active Ex	xclusion?: No Debt Subject to Offset?: No				
Address: 2424 W PETERSON AVE STE 1 City: CHICAGO ZIP Code: 60659-3803	State/Province: ILLINOIS Country: UNITED STATES				