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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Mara Larsen-Fleming, Director, Health and Wellness

Meeting Date June 26, 2024

Subject Memorandum of Understanding - No-Cost - Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland - School-Based Health Centers - Community Schools and Student Services Department

Ask of the Board

- ☐ Approve Service Agreement
☒ Ratify Memorandum of Understanding

Services

Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland to Operate School Based Health Centers.

Term

Start Date: July 1, 2023

End Date: June 30, 2027

Not-To-Exceed Amount

\$0 No Fiscal Impact

Competitively Bid

No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions

N/A

Funding Source(s)

N/A. No-cost agreement.

Background

Through its school-based health centers, UCSF Benioff Children's Hospital Oakland partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. Vendor 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.

Attachment(s)

Memorandum of Understanding – No-Cost with UCSF Benioff Children's Hospital Oakland

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL
DISTRICT AND CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND DBA
UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between **Oakland Unified School District** ("OUSD") and **Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland** ("CONTRACTOR" or "BCH Oakland") (Collectively referred to as "Parties.")

WHEREAS, the CONTRACTOR's services or program described in this MOU are paid by Alameda County in a separate contract between CONTRACTOR and Alameda County ("County Contract") (and thus will be provided at no cost to OUSD, the students, or the parents unless provided otherwise herein); 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 centers, BCH Oakland will work with identified OUSD schools to help meet the medical health, mental health, health education and youth development needs of OUSD students, CONTRACTOR will work toward providing a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care ("Services"). BCH Oakland solely will determine the methods, processes and procedures used to deliver the Services.

A. School-Based Health Center Services. BCH Oakland at the school-based health centers will provide the following Services:

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental screening and referrals to dental services when appropriate
6. Health education for students and families
7. Professional development for school staff
8. Youth development programs
9. Outreach to youth and their families
10. Community-wide health promotion events and activities
11. Case management, including appropriate follow-up and referrals to health and social service providers on and off site.

B. Schools Served. Unless otherwise agreed to in writing by the Parties, the School(s) served by this agreement are:

SCHOOL BASED HEALTH CENTER	ADDRESS	SCHOOL
Chappell Hayes Health Center	2607 Myrtle St., Oakland, CA 94607	McClymonds High School: 2607 Myrtle St., Oakland, CA 94607
Youth UpRising/Castlemont Health Center	8711 MacArthur Blvd. Suite A, Oakland, CA 94605	Castlemont High School: 8601 MacArthur Blvd., Oakland, CA 94605 Rudsdale Newcomer Continuation School 8601 MacArthur Blvd., Oakland, CA 94605

OUSD and Charter schools with established limited appointment only access:

Leadership Public Schools

Rudsdale Continuation School

Sojourner Truth Independent Study

School Health Clinics serve Alameda County residents youth ages 11-24 for medical services and 11-21 for mental health services. Youth UpRising can serve youth ages 0-24 for appointment only medical services.

C. Student Services. For the term of this MOU, the purpose of the provision of Services is determined for each student and may consist of one or more of the following:

1. Develop student's social health/skills
2. Improve student's emotional health
3. Improve student's physical health
4. Help ensure, create, and/or sustain safe, healthy and supportive schools
5. Create accountability for quality
6. Help create full-service community schools at OUSD

III. CONTRACTOR RESPONSIBILITIES

A. Policies. Ensure that all CONTRACTOR personnel, including subcontractors, are provided with the following policies prior to the commencement of Services. Contractor will comply with all OUSD and School policies and procedures which have been provided to Contractor in writing. This includes, but is not limited to the following:

1. Drug and Smoke Free: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

2. Anti-Discrimination: It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any its employees 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, applicable to CONTRACTOR 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: All field trips will be arranged and managed by OUSD. BCH Oakland is not to attend field trips.

6. Sexual Health Education: CONTRACTOR shall have all classroom based Sexual Health Education reviewed and approved by OUSD before providing in class instruction.

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 45122.1; and (c) taken a tuberculosis test.

Contractor shall attest that all of its employees have undergone and have passed certain background checks as listed below in accordance with OUSD's policies and procedures. Contractor shall utilize an outside vendor to conduct background checks on all of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") in the School-Based Health Centers regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor, who may have contact with District pupils in the course of providing services pursuant to this MOU. This background check includes:

1. Social Security Number Trace;
2. Felony/Misdemeanor Conviction Search (applicant's county of residence);
3. Employment Verification;
4. Education Verification;
5. Professional License Verification;

6. DHHS/OIG Cumulative Sanction/Excluded Parties List Search; and 7. GSA Excluded Party/Debarment List Search.
8. Live scan

C. Insurance. Provide evidence of general liability insurance that names OUSD as an additional insured, where CONTRACTOR provides programs/services with at least \$1M in coverage per occurrence and which shall include coverage for, sexual misconduct, harassment, bodily injury and property damage and furnish certificate of said insurance to OUSD.

1. 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.
2. 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 the District and shall name the District as an additional insured. Evidence of insurance must be attached.
3. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and the District 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.

D. Communication. Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of BCH Oakland's ability, that the 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. CONTRACTOR and OUSD will refer to the School-Based Health Center Guidelines for Patient Information Sharing document.

F. Site-Based Plan. CONTRACTOR shall complete an annual site-based plan with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

G. BCH Oakland's Equipment and Furniture. BCH Oakland is to maintain its furniture and equipment in the School Space.

IV. OUSD RESPONSIBILITIES

A. Work Location/Space. Provide suitable, accessible on-site work space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the CONTRACTOR, at no expense to the CONTRACTOR ("School Space"). Provide and inspect smoke detectors and fire extinguishers, in accordance with Title 19 of the California Code of Regulations. Supply heat and electrical power to each School Space at no expense to CONTRACTOR.

B. Maintenance. Provide necessary services to maintain the School Space, in accordance with OSHA and OSHA 3 standards, including janitorial services, maintenance, utilities, and technology support to include wifi and electrical, in a manner satisfactory to the CONTRACTOR: Clean the Chappell Hayes Health Center facility, including restrooms, exam rooms and common areas daily when the clinic is open at the level of service required by OSHA and space provided to the OUSD's public schools at no expense to CONTRACTOR. Youth Uprising janitorial, maintenance, and utilities services are to be provided by Youth Uprising pursuant to the County of Alameda Service Provider Lease Agreement signed on. August 31, 2022.

C. Data. Ensure that CONTRACTOR has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide 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 authorized data sharing agreement that is in compliance with local, state and federal law that is necessary.

D. Communications. Provide sufficient telephone, facsimile and data lines for the operation of each school- based site at no expense to CONTRACTOR.

E. Safety and Security. Ensuring that the Services can be performed in a safe and physically secure manner and recognizing that this is of paramount importance, OUSD is to maintain School Space consistent with all fire and safety regulations and codes and BCH Oakland's staff is to be included in fire drills and be educated on school's policies and procedures pertaining to safety and security and disaster plans on an annual basis. BCH Oakland staff is to be educated regarding how to handle active threats or other potential matters of harm at the schools. OUSD is to ensure that rounding at the School Space is to occur by OUSD's on-site staff. BCH Oakland staff are to be notified as soon as is reasonably practicable, in the event of a potential or actual threat of harm. This communication is to occur by walkie talkie, phone and email. The parties agree to meet at least annually and on an as needed basis to discuss safety and security.

F. Field Trip Policy/Field Trips. All field trips will be arranged and managed by OUSD. BCH Oakland is not to attend field trips.

G. Insurance. OUSD shall maintain General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The coverage shall name BCH Oakland as an additional insured. This is to cover BCH Oakland employees/staff while on OUSD premises. Evidence of insurance must be attached.

VI. TERM

The term of this MOU begins on **July 1, 2023** and will extend to **June 30, 2027** so long as the County Contract is extended through to that date. This MOU shall be co-terminous with the County Contract. Should the County Contract not be extended, then this MOU will not be extended beyond the termination of the County Contract.

VII. 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.

VIII. USE OF CLINIC SPACE BY THIRD PARTIES

The Parties may agree to allow a third party to utilize the clinic space upon written consent of the Parties.

IX. HOLD HARMLESS/INDEMNITY

A. To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of CONTRACTOR's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, CONTRACTOR, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend OUSD Indemnified Parties.

B. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CONTRACTOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("CONTRACTOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend CONTRACTOR Indemnified Parties at OUSD's own expense, including attorneys' fees

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

Name: Joan Zoltanski

Title: Interim President

OAKLAND UNIFIED SCHOOL DISTRICT

Sponsoring Department: Community Schools & Student Services

Name: Andrea Bustamante

Title: Executive Director

DocuSigned by:
Andrea Bustamante
5/30/2024
806EC2B9F1FE4AB...
Signature
Date

Benjamin Davis, President, Board of Education 6/27/2024

Superintendent: Kyla Johnson-Trammell
& Secretary, Board of Education 6/27/2024

Signature _____ Date _____

Board of Education President: Benjamin Davis

Signature

Date

Approved as to form and procedure by:
OUSD Staff Counsel: Roxanne De La Rocha




Signature

05/24/2024

Date

CERTIFICATE OF INSURANCE

Named Member: UCSF Benioff Children's Hospital Oakland 747 52nd Street Oakland, CA 94609		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596 925-943-3264			
Certificate Number	Effective Date	Expiration Date	Issue Date
WC-23-806	07/01/2023	07/01/2024	07/01/2023
Type of Coverage: <input type="checkbox"/> Guaranteed Cost - Occurrence <input checked="" type="checkbox"/> Deductible / SIR - Occurrence		Member Retention: \$350,000 Per Occurrence N/A: Aggregate Per Contract Period	
Coverage Limits: Workers' Compensation: Statutory Limits Employers' Liability: \$2,000,000 Each Accident Employers' Liability Disease: \$2,000,000 Each Employee / Coverage Contract Limit			
Excess Workers' Compensation: Safety National Casualty Corporation (NAIC 15105) Policy Number: SP 4066651			
Description of Operations / Locations:			
Certificate Holder: Alameda County Health Care Services Agency 1000 San Leandro Blvd., Suite 300 San Leandro, CA 94577 Attention: Kimi Watkins-Trust		Authorized Representative:  Michele D. Reager, CPCU Vice President of Underwriting	