Board Office Use: Legi	slative File Info.	
File ID Number	12-0735	OAKLAND UNIFIED
Introduction Date	4-25-12	
Enactment Number	12-1137	SCHOOL DISTRIC
Enactment Date	4-25-12 22	
		Community Schools, Thriving Student
Memo	C	
То	The Board of Edu	cation
	A MM	u /
From	Iony Smith, Ph.D	., Superintendent antos, Deputy Superintendent, Instruction, Leadership &
		n-Action
		Hal, Deputy Superintendent, Business & Operations
Board Meeting Date		
(To be completed by	4-25-12	
Procurement)		-
Subject	Professional Serv	
		alth Care Serv San Leandro       CA       (contractor, City State)         Iy, Schools & Community Partnerships       (site/department)
	5221 811	(site/department)
Action Requested	Approval of a pro	fessional services contract between Oakland Unified School
	District and Alam	eda County Health Care Services Agency . Services to
		rided to 922Family, Schools & Community Partnership: for the period of
	07/01/2011	through06/30/2012
Background	As set forth in the Mas	ter Agreement between County of Alameda, Health Care Services Agency
A one paragraph		s, and Community Partnerships Department, for the period of October, 1,
explanation of why		er 30, 2015, Board approved Legislative File #11-0815, these entities will
the consultant's		e school-based health centers and school-based behavioral health services health and well-being of students. This contract contains no change to the
services are needed.		aster Agreement and utilizes LEA/Medi-Cal funding to be allocated to the
	County of Alameda for	the 2011-12 school year to support services provided under this Agreement.
Discussion		
One paragraph		of Education of a Professional Services Contract between the District and
summary of the		h Care Services Agency, San Leandro, CA, for the latter to provide two full agers to provide behavioral health services at two school sites, as well as
scope of work.		ation for the District's school-based health centers to provide medical, mental
	health, health education	n and youth development services for the period of July 1, 2011 to June 30,
	2012, in an amount no	t to exceed \$340,000.00.
Recommendation		essional services contract between Oakland Unified School
		eda County Health Care Services Agency
		rided to <u>922Family, Schools &amp; Community Partnership</u> for the period of through <u>06/30/2012</u> .
Fiscal Impact	Funding resource	name (please spell out) 5640/LEA MEDICAL
		not to exceed \$ <u>340,000.00</u>
Attachments		al Services Contract including scope of work
		nt/Background Check Certification
		ial General Liability Insurance Certification
		ing documentation
	<ul> <li>Statemen</li> </ul>	t of qualifications

Board Office Use: Legislative File Info.							
File ID Number	12-0735						
Introduction Date	4-25-12						
Enactment Number	12-1137,						
Enactment Date	4-25-1282						



### **PROFESSIONAL SERVICES CONTRACT 2011-2012**

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Alameda County Health Care Services Agency</u> (CONTRACTOR). 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:

- 1. Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms: CONTRACTOR shall commence work on <u>07/01/2011</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>THREE HUNDRED AND FORTY THOUSAND</u> Dollars (\$<u>340,000.00</u>). 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 the 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.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - 1. Individual consultants:
    - Tuberculosis Clearance Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements - General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 5. 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 .....
- 6. 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.

 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:

P.O. No.

OUSD Representative:	CONTRACTOR:						
Name: Mara Larsen-Fleming	Name: Alex Briscoe						
Site /Dept.: 922Family, Schools & Community Partnerships	Title: Director						
Address: 495 Jones Avenue	Address: 1000 San Leandro Blvd.,						
Oakland, CA 94603	San Leandro CA 94577						
Phone: (510) 639-3338	Phone: (510) 618-3452						

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

### 8. 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: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. 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.

#### 10. Insurance:

- 1. Commercial General Liability Insurance: 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there 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 and therefore the 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, the 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.
- 14. **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 drugs on these sites.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Termination: OUSD may at any time terminate this Agreement upon 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.
- 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening
  - 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.

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. 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.
- 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate the 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).

- 22. 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.
- The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall 23. Confidentiality. 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 student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. 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 officer or employee of OUSD to perform any service by this Agreement.

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.

- 25. 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.
- 26. 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing 28 this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts 29. together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

#### Summary of terms and compensation:

Anticipated start date: 07/01/2011

Work shall be completed by: 06/30/2012

Total Fee: \$340,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

Contractor Signature

Alex Briscoe Print Name, Title

CONTRACTOR

Director

File ID Number: 13 Introduction Date: 4-2 Enactment Number: 🏒 Enactment Date: \_ By:

### EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

### CONTRACTOR's entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

#### Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide two full time Clinical Case Managers to provide behavioral health services at two school sites, as well as support the base allocation for the District's school-based health centers to provide medical, mental health, health education and youth development services for the period of July 1, 2011 to June 30, 2012, in an amount not to exceed \$340,000.00.

### SCOPE OF WORK

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.

Clinical Case Managers provide mental health counseling, as well as training and consultation to school staff. School-Based Health Centers, which are operated by community-based agencies through contracts with Alameda County, provide a range of services, including 1) case management and mental health counseling, 2) physical exams/sports physical, 3) diagnosis and treatment of minor illness, injury and medical conditions, 4) STD screening and treatment, health education for students and families (e.g. nutrition/physical fitness, adolescent development, sexual health), 5) youth development programs (e.g. peer health education, student research teams, youth advisory boards), 6) professional development for school staff, 7) outreach to youth and their families, 8) community-wide health promotion events and activities, and 9) referrals to health and social service providers on and off site.

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.

Outcome 4) Clinical Case Managers and school-based health centers will increase access to medical, mental health, health education and youth development services. Additionally, Clinical Case Managers and SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from the school communities they serve and match students with needed support services, as well as conduct outreach to inform students, parents and staff about services and how to refer.

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

Ensure a high quality instructional core	Prepare students for success in college and careers
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	Full service community district

- 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select:
  - Action Item included in Board Approved SPSA (no additional documentation required) Action Item Number:\_\_\_\_\_
  - Action Item added as modification to Board Approved SPSA Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    - 1. Relevant page of SPSA 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 SPSA modification was approved.
    - 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    - 4. Sign-in sheet for meeting in which the SPSA modification was approved.

CERTIFICATE OF COVERAGE Da												
ENTI	ΓY:		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON									
Oakland Unified School District 1025 Second Avenue				THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW								
Oakl	and, CA 94606		SELF-INSURED AFFORDING COVERAGE									
			Nor-Cal ReLiEF JPA (Excess Coverage)									
			Star Insurance Company (Excess WC Coverage) Maiden Reinsurance Corporation (Excess WC Coverage)									
1	ed LAND UNIFIED SCHOOL -INSURED	DISTRICT										
sufficie herein : neglige lt is exp policie:	Oakland Unified School District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of Liability or property damage insurance. The provision of the insurance evidenced herein shall apply to claims, costs, injuries or damages but only in proportion and to the extent such claims, costs, injuries and damages are caused by or result from the negligent acts or omissions of the Oakland Unified School District, its officers, agents, or employees. It is expressly understood that any express or implied agreement by the District to indennify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party											
Co.	TYPE OF COVERAGE	POLICY NO	•	EFFECTIVE DATE	SELF INSURED RETENTION	LIMITS						
A	Comprehensive General Liability	Self-Insured NCR MOC # NCR017	/1103	7/1/11 - 6/30/12	\$ 250,000.00	\$ 2,000,000.0						
A	Professional Liability Еггогs and Omissions	Self-Insured NCR MOC # NCR017		7/1/11- 6/30/12	\$ 250,000.00	\$ 1,000,000.0 per occurrence						
A	Automobile Liability	Self-Insured NCR MOC # NCR017		7/1/11 - 6/30/12	\$ 250,000.00	\$ 2,000,000.00						
A	Property Coverage	Self-Insured NCR MOC # NCR017		7/1/11 - 6/30/12	\$ 250,000.00	\$ 250,000,000.00						
В	Workers' Compensation	Self-Insured STAR #WCE0391883 MRC #AM000104020	311	7/1/11 – 6/30/12	\$ 350,000.00	\$ 100,000,000.00						
DESCRIPTION OF OPERATION/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: THIS IS TO CERTIFY THAT THE COVERAGES LISTED ABOVE HAVE BEEN ESTABLISHED BY THE OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF EDUCATION FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. * Except ten (10) days notice of cancellation for nonpayment of premium Oakland Unified School District hereby names the County of Alameda, its Board of Superviso rs, the individual members thereof, and all County officers, agents, employees and representatives as Additional insureds but only with respect to liability arising out of acts and omissions of Oakland Unified School District's officers, agents, and employees. EFFECTIVE DATES: September 1, 2011 – June 30, 2012												
LOCATION OF ACTIVITY: Multiple OUSD Educational Sites: OUSD Complementary Learning Department DESCRIPTION OF ACTIVITY: US Department of Health/Human Services, Office of Adolescent Flealth, Teen Pregnancy Prevention Program CANCELLATIONSHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE												
CERTIFICATE HOLDER Alameda County Health Care Services Agency Public Health Department Family Health Services 1000 San Leandro Blvd.			CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUIN ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE * TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUC NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPO THE ENTITY/JPA, ITS AGENTS OR REPRESE NTATIVES. * Except ten (10) days notice of cancellation fo <b>T</b> nonpayment of premium									
San L	eandro, California 94577		Veronica La Foucade Risk Management Department									



### ity Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions														
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)														
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.														
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.														
<ol> <li>Ensure contractor has <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check)</li> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol>														
<ol> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> <li>OUSD contract originator creates the requisition.</li> </ol>														
<ol> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.</li> </ol>														
	hment	For individu	al consulta	nts: HF	RSS Pre-Co	onsultar	nt Scree	ening Let	ter for cu	rrent fisca	l year			
Chec		For individu										+)		
For All Consultants: Statement of qualifications (organization); or resume (individual consultant) For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured														
For All Consultants with employees: Proof of workers compensation insurance OUSD Staff Contact Emails about this contract should be sent to: sheila.clark@ousd.k12.ca.us														
OUSD Staff Contact Emails about this contract should be sent to: sheila.clark@ousd.k12.ca.us Contractor Information														
Contr	ractor Name	Alame	da County I	Health (	Care Servic					lex Brisco	e			
	D Vendor ID			Tourin		iee rige	Title							
Stree	et Address	1000 S	an Leandro	o Blvd.,			City	San L	eandro		State CA Zip 945			94577
Telep	ohone		18-3452				Email		-	coe@acg				
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Alameda County School Health Services Coalition



LINKING HEALTH AND EDUCATION TO CHANGE LIVES



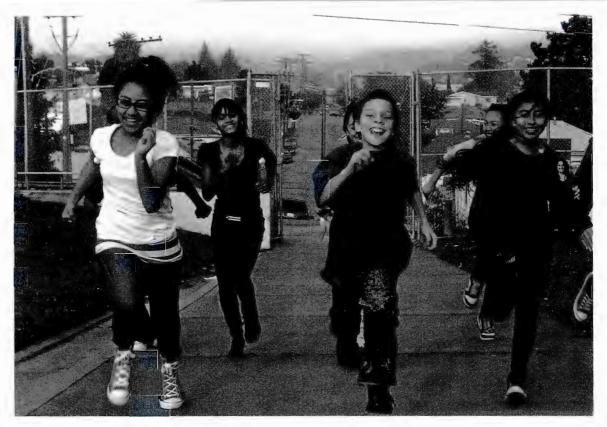


## School Health Services Coalition

### LINKING HEALTH AND EDUCATION TO CHANGE LIVES

Our mission is to bring health and education partners together to build communities of care that foster the academic success, health, and well-being of Alameda County youth. We do this by developing innovative policies and practices and integrating services to improve the availability and quality of health and learning supports in schools and neighborhoods.





### Why we're here

School Health Services (SHS) Coalition is working with health, education, youth, family, and community partners to address health and educational equity issues across Alameda County.

### The Challenge

Far too many communities in Alameda County suffer from health and education inequities as a result of poor neighborhood conditions and lack of access to quality health care, economic opportunities, and safe, healthy school environments.

These factors, as well as the lack of meaningful engagement of those most affected, have contributed to disproportionate rates of violence, respiratory illness, childhood obesity, untreated mental health issues, sexually transmitted infections, poor chronic disease management, and academic failure.

### Full Service Community Schools

Schools can serve as a galvanizing force in communities because they are where children go six hours a day, five days a week. The health and well-being of youth are also inextricably linked to their success in school.

### We are working to support:

- Healthy and resilient children, youth, and families
- Academic success for all students
- Strong families
- Healthy school environments
- Responsive institutions
- Safe and supportive communities

Since 1996, SHS Coalition has worked to improve the health and academic outcomes for Alameda County children, youth, and families. In 2009, we adopted the Coalition for Community Schools' Full Service Community Schools Framework as a comprehensive strategy for transforming public schools into community hubs to achieve these goals.



Because there is a critical connection between health and education, we are working with communities across Alameda County to develop full service community schools. By pulling together our resources and working in new ways, we provide a system of support for children and youth that breaks down barriers to learning. We do this through our five core competencies.

### I. CULTIVATING DYNAMIC PARTNERSHIPS

SHS Coalition bridges the gap between education and health by convening dynamic partnerships with schools, school districts, health care providers, and community stakeholders to better support the learning needs of students. Together, we define a shared vision, develop joint strategies, and braid together services, previously fragmented, into an integrated continuum of care for youth and their families. Investing in strong sustainable partnerships plays a key role in developing a web of learning supports that ensures positive outcomes for students.

The Coalition nurtures and promotes collaboration, leveraging the knowledge, expertise, and talent of diverse stakeholders, including school administrators, teachers, counselors, family case managers, health providers, elected officials, and city and county staff, so that we can move together in a single direction. With this leveraged strength, we facilitate data sharing, joint program planning, implementation, and evaluation, which allows us to effect system-wide changes and seize opportunities to achieve common goals.

### 2. BUILDING CAPACITY

As partnerships emerge, the Coalition works with health, education, and key stakeholders to build the capacity to work collaboratively, transform systems, and better serve youth and families.

The ability for health and educational systems to make a profound impact on the lives of children, youth, and their families requires innovative leaders to expand their roles, think across boundaries, and work creatively to solve problems. SHS Coalition provides the skills and support that are critical in nurturing this collaborative culture.

We convene and facilitate learning communities of educators, health providers, and community partners to strengthen the knowledge and skills needed to lead this work. We provide expertise on collaboration strategies, technical assistance to support effective school-health practices, and a strategic planning model that fosters shared values and a collaborative spirit.

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### 3. INTEG SERVICES SYSTEMS

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The Coalition en in establishing pe and follow-ups, i and planning for enhance students and community. practices to estab disciplinary serv at multiple levels student needs.



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ese stakeholders ervice referrals ; use of services, d services to tion to school ment best empower multiination teams rss specific

### 4. SEEDING

School Health Centers and the School-Based Behavioral Health Initiative are both examples of how we seed innovation. We focus on best practices from promising models locally and across the nation.

We then develop, customize, and bring to scale effective service delivery models to address the needs of the many diverse communities in the county.

In this way, we are defining a broader community of support, engaging many new partners, and tapping into local innovation and collective wisdom to achieve sustainable solutions.

### 5. SUPPORTING SUSTAINABILITY

The Coalition develops finance strategies that leverage private and public funds to sustain and expand learning supports. We work with our partners to secure longterm commitments and shared investments through collaborative agreements.

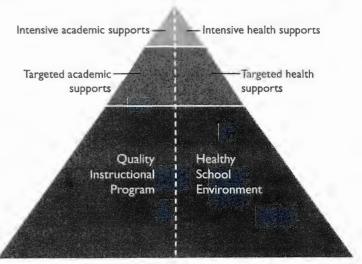
In partnership with university and research institutes, we evaluate collective efforts to improve health access, utilization, and outcomes. We use data to drive program decisions and evaluation to support sustainability.

### Linking health and education...

e strive to create school health programs that are aligned with nationally recognized and researchdriven frameworks. This is not simply done by placing health services on school sites, but through purposeful collaboration among administrators, teachers and staff, service providers, students and families.

School and service providers work together to create a continuum of supports that strengthen academic achievement, promote healthy development, and address barriers to learning. As part of this continuum, schools focus on providing a quality educational foundation for all students through a strong curriculum, effective teaching, and a school environment that is conducive to learning. School health programs strengthen this foundation through wellness activities that are geared toward student resilience and decreasing risk factors for school failure. Such activities include school-wide health promotion and education, school climate enhancement initiatives, preventive health services, and youth development programs that help students navigate the challenges of adolescence and prepare them for adulthood.

A strong foundation combines health and education to support all students. While educators are the experts in establishing academic support programs, they work closely with school health providers to address the onset of health and social-emotional problems that interfere with student learning and well-being. Students are given the support to succeed. When required, targeted academic and health supports are given in time to avoid longterm consequences. When the challenges are more critical, schools and school health programs provide intensive supports. Linking health and education provides a quality educational foundation for all of our youth.



Academic Systems

**Health Systems** 





### Our growth

SHS Coalition began in 1996 with 4 School Health Centers. Today we impact thousands of students and families across Alameda County through our programs and initiatives that help create full service community schools. There are now 16 School Health Centers providing a continuum of health and wellness services for youth. School-based behavioral health programs are being implemented at 132 schools, including 59 school sites that have funding to serve all students. Through our Local Systems Building initiatives, we are creating new partnerships every day to support our children, youth, families, and communities.

### SHS Coalition partners have:

1997

- Helped over 21,000 youth each year access health care
- Expanded school-based behavioral health care to 132 schools
- Invested over \$100 million in a continuum of care for youth

### SCHOOL HEALTH CENTERS

School Health Centers provide a continuum of age-appropriate integrated health and wellness services for youth in a safe, youth-friendly environment at or near schools. Supported by strong collaborations with community health partners, school administration, and city and county agencies, School Health Centers provide access to a range of integrated medical, behavioral health, health education, and youth development services for more than 21,000 students annually at 16 school campuses in 7 school districts throughout Alameda County. Ten new expansion sites are scheduled to open by 2012.

 $\Delta$  31 Schools

5 Centers

1998

### SCHOOL-BA BEHAVIORA

Promoting the healt and addressing beha to supporting stude Behavioral Health C School-Based Behav behavioral health se districts through div schools have achieve weaving together re

43 Sc

2000

A 35 Schools

A 7 Centers

1999

A 23 Schools

A 4 Centers



### LOCAL SYSTEMS BUILDING

In 2005, building on years of collaborative work with schools, school districts, and providers, SHS launched the first of several Local Systems Building initiatives. Focused on the integration of academics, youth development, family support, health and wellness services, and community development and engagement, these initiatives transform public schools into community hubs that bring together multiple partners to support our youth. There are currently 8 Local Systems Building initiatives actively at work throughout the county.

### D HEALTH INITIATIVE

2001

social-emotional development of all students ral health-related barriers to learning are critical ealth. In partnership with Alameda County Services (BHCS), the Coalition launched the il Health Initiative in 2009. Today, school-based res are provided in 132 schools across 12 school te staffing models. Approximately 45% of these niversal access to behavioral health services by arces and funding streams.

82 Schools

A 54 Schools

A 8 Centers

2002

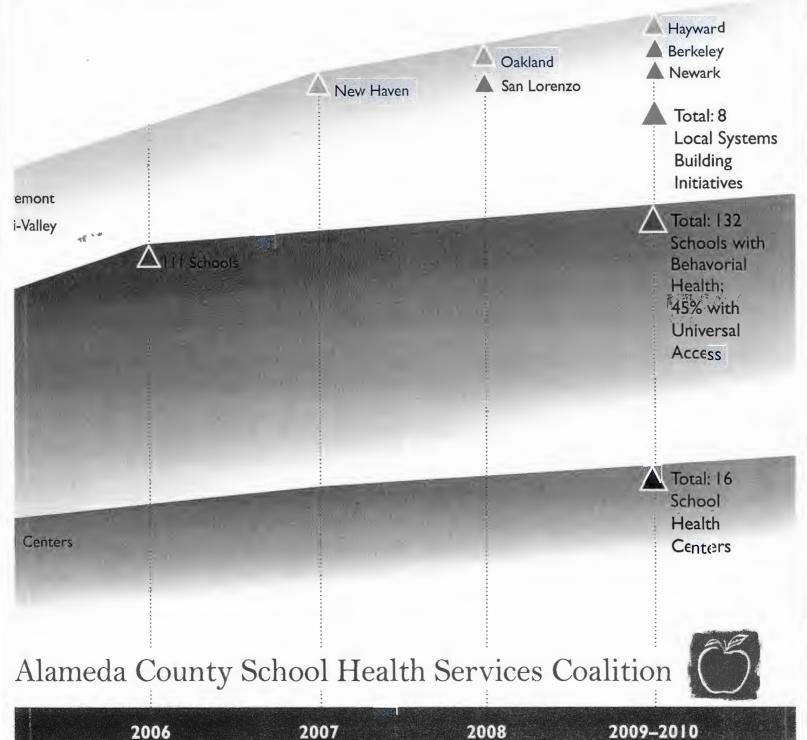
10 Centers

2003

2004

2005





# Building caring communities



As school health programs become part of their lives, students are not only gaining an understanding and awareness of health issues, they are also becoming part of the decision-making process. This is transforming school communities and impacting the community at large.

e launched a research project that allowed youth to conduct research and policy advocacy. In three years, 19 Student Research Teams (SRTs) and 101 youth conducted research and sought solutions to specific health topics at their schools.

In one instance, youth researched the effects of stress on their peers and utilized the data they collected to improve mental health services. In another instance, youth researched reproductive health and used the information to successfully advocate for change in the school district's policies.

The SRT's recommendations inspired the creation of the SHS Peer Advocate Program,

in which youth serve as advocates and health educators for other students. This program gives youth a voice in determining which health-related and social topics should be addressed on campus and a role in designing how they are addressed.

Adolescents are bringing the spirit of community to their neighborhoods. High school students working at one of the school health center sites organized an event against neighborhood violence in response to the death of a 16-year-old classmate. The event was attended by students, staff, and members of the community. Student solidarity is reaching beyond the boundaries of the schools.



### ...to change lives



S chool-based health services have given us a place to go where there is always someone to listen to us, a doctor or a nurse or a counselor to talk to, people who care and can help us. We have learned that we are not alone. Here are just a few of our stories.

### Joey's Story

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I was missing a lot of school because I was always coughing and had headaches. My teacher suggested I visit my school's health center. The nurse said I had asthma and talked to my parents about it. She prescribed a medication and now I get regular checkups at school. This is the first year I haven't missed any school days.

### Maria's Story

My father and older brother were killed in gang-related shootings. My mother was in jail for using drugs. They wanted to separate me and my sister but the counselor at my school worked with social services to help us stay together and live with our aunt. I still talk to the counselor at school who understands my problems and supports me.

### Malcolm's Story

My family moved here from Louisiana. I didn't know anyone and I was shy. At my school's health center, they invited me to be part of the Peer Educator Team. Now I'm part of a group of kids that talks to other kids about health risks to teens. I'm making new friends and enjoy learning about health and medicine. I'm thinking of becoming a doctor.

### COALITION PARTNERS

#### Education

Alameda County Office of Education Alameda Unified School District Berkeley Unified School District Castro Valley Unified School District **Dublin Unified School District** Emery Unified School District Fremont Unified School District Hayward Unified School District Livermore Valley Joint Unified School District New Haven Unified School District Newark Unified School District Oakland Unified School District Peralta Community College District Piedmont Unified School District Pleasanton Unified School District San Leandro Unified School District San Lorenzo Unified School District

School Health Center Lead Agencies

Alameda County Public Health Department • Madison Middle School Health Center\* Alameda Family Services

- · Alameda High School-Based Health Center
- · Encinal High School-Based Health Center
- Island High School-Based Health Center
- Asian Health Services
- Peralta Community College District Health
   Center\*
- Children's Hospital & Research Center at Oakland
- Chappell R. Hayes Health Center
- · Youth Uprising Health Center
- City of Berkeley
- · Berkeley High School Health Center
- · B-Tech Health Center

East Bay Asian Youth Center

- · Shop 55 Wellness Center
- La Clínica de La Raza
- Ashland Youth Center Health & Wellness Center\*
- Havenscourt Middle School Health Center\*
- Roosevelt Health Center
- · San Lorenzo High Health Center
- TechniClinic
- Tiger Clinic



### Alameda County School Health Services Coalition Health Care Services Agency

510.667.7990 www.acschoolhealth.org

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### LifeLong Medical Care

- West Oakland Middle School Health Center\* Native American Health Center
- Skyline High School\*
- United for Success Middle School Health Center\*
- Piedmont Unified School District • Piedmont High Wellness Center Tiburcio Vasquez Health Center
- Logan Health Center
  Tennyson Health Center
- \*Scheduled to open in 2010-2012

School-Based Behavioral Health Providers Alameda Family Services Ann Martin Center Asian Community Mental Health Services Asian Pacific Psychological Services Bay Area Community Resources Children's Hospital and Research Center Oakland City of Berkeley Mental Health Division City of Fremont Human Services Department Crisis Support Services of Alameda County East Bay Agency for Children Fred Finch Youth Center Girls, Inc. Pathways Counseling Center Hayward Youth & Family Services Bureau La Clínica de La Raza Lincoln Child Center Portia Bell Hume Behavioral Health and Training Center Seneca Center Stars Behavioral Health Group Tiburcio Vasquez Health Center, Inc.

City & Community Partners Alternatives in Action Associated Community Action Program Beats, Rhymes and Life Berkeley Alliance City of Berkeley City of Dublin City of Fremont City of Hayward City of Livermore City of Oakland City of Pleasanton Eden Housing Hayward Area Recreation and Park District Kaiser Permanente Niroga Institute Palo Alto Medical Foundation Partnership for Children and Youth Resources for Community Development Safe Passages Transitional Age Youth Advisory Board Tri-City Health Center Washington Hospital Healthcare System Youth Radio Youth Uprising

Research & Policy Organizations Alameda Health Consortium California School Health Centers Association Coalition for Community Schools National Assembly on School-Based Health Care National Center for Youth Law University of California, San Francisco Philip R. Lee Institute for Health Policy Studies WestEd Funders & Philanthropy Alameda County City of Oakand Department of Human Services Kaiser Permanente McKesson Foundation The Atlantic Philanthropies The California Endowment The San Francisco Foundation

### Alameda County Alameda County Arts Commission Alameda County Child Care Planning Council Alameda County Deputy Sheriff's Activities League Alameda County Health Care Services Agency Administration & Indigent Care Program · Behavioral Health Care Services · Public Health Department Alameda County Library First 5 Alameda County General Services Agency Interagency Children's Policy Council New Beginnings Program **Probation** Department Redevelopment Agency Sheriff's Office Social Services Agency

Alameda County Board of Supervisors District 1 Scott Haggerty District 2 Gail Steele District 3 Alice Lai-Bitker District 4 Nate Miley District 5 Keith Carson

### OUR STAFF

Tracey Schear, MSW, LCSW, School Health Services Director Jamie Hintzke Alison McKenzie, MFT Pedro Naranjo, MPH James Nguyen, BA Kimi Sakashita, MPH Marcy Trinidad, MSW, MFT, PPSC Lisa Warhuus, PhD Connie Yale

Special thanks to Alameda County students, parents, grandparents, caregivers, service providers, and teachers for their support and enthusiasm.

Brochure Credits Photography by Mai Downs, Berkeley High School student

Production and editing, JoAnn Ugolini; art direction, graphic design, student mentoring, Randall Homan; photo studio lighting, student mentoring, Sibila Savage