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## Board Cover Memorandum

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director, Special Education Stacey Lindsay, Special Education Director, Related Services: Psychological and Mental Health
<b>Meeting Date</b>	June 21, 2023
<b>Subject</b>	Services Agreement 2022-2023 and Data Sharing Agreement 2022-2023 - Fred Finch Youth and Family Services – Special Education Department
<b>Ask of the Board</b>	<input checked="" type="checkbox"/> Approve Services Agreement <input type="checkbox"/> Ratify Services Agreement
<b>Services</b>	Approval by the Board of Education of a Services Agreement 2022-2023 and Data Sharing Agreement 2022-2023 by and between the District and Fred Finch Youth and Family Services, Oakland, CA, for the latter to provide services that include: comprehensive mental health services to students with Individual Education Programs (IEPs) who require Educationally Related Mental Health Services (ERMHS) to access their specialized academic instruction to those students placed in the mental health specific (also known as a counseling enriched) special day class at Life Academy of Health and Bioscience; individual and group therapy in accordance with student IEPs; milieu services and other collateral or consultative work to support the student, and the broader IEP team and school staff who engage with the students as per RFP #22-132PEC, for the period of July 16, 2023 through June 30, 2026, in an amount not to exceed \$1,093,301.00.
<b>Term</b>	Start Date: July 16, 2023 <span style="float: right;">End Date: June 30, 2026</span>
<b>Not-To-Exceed Amount</b>	\$1,093,301.00 for the term of the 3 year contract.

<b>Competitively Bid</b>	Yes
<b>In-Kind Contributions</b>	Oakland Unified School District will provide space for the Individual Education Program (IEP) driven confidential therapeutic services to be provided.
<b>Funding Source(s)</b>	RES 6500 Special Education
<b>Background</b>	<p>Since 1986, mental health services mandated through IEPs have been provided to our students through Alameda County Behavioral Health (ACBH) based on Assembly Bill 3632. In 2010, AB 3632 was repealed and replaced by AB 114, returning the responsibility of IEP related mental health services to Special Education Local Plan Areas and their districts and SELPAs. ACBH continued to partner with the districts of Alameda County, including OUSD. In June 2022, school districts were notified by ACBH of their gradual withdrawal from providing Educationally Related Mental Health Services (ERMHS) with a final end date of June 30, 2023. As of July 1, 2023, the provision for ERMHS will be the sole responsibility of OUSD/Oakland SELPA to implement as federally and state mandated in student IEPs who have been determined to require such services in order to access their specialized academic instruction (SAI).</p> <p>Fred Finch Youth Center dba Fred Finch Youth and Families Services (Fred Finch) was selected for the Counseling Enriched (SDC) based on their ability to provide trained mental health clinicians and behavioral support staff, their roots within the broader Oakland community (and, thus, their familiarity with students like ours in the CE programs), and ability to provide a program that meets the needs of our students at Life Academy. Fred Finch has a long standing history of being one of the providers partnering with OUSD through ACBH, providing the mental health services to our students within several of our CE programs over many years, including Life Academy. Their selection will allow Life Academy CE students the continuity of care that is so important to make progress with therapeutic services.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>● Services Agreement with Fred Finch Youth and Family Services</li> <li>● Data Sharing Agreement</li> <li>● Fred Finch Youth and Family Services Proposal to RFP #22-132PEC</li> <li>● Request for Proposal (RFP) #22-132PEC - Special Education Educationally Related Mental Health Services for Oakland Unified Students</li> </ul>

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”): Fred Finch Youth & Family Services.

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
July 16, 2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):  
June 30, 2026

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
    - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
    - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
    - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed: \$1,093,301.00 for the term of the 3 year contract.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services

are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services  
Address: 3800 Coolidge Avenue  
City, ST Zip: Oakland, CA 94602  
Phone: 510-482-2244  
Email: receptionist@fredfinch.org

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
  - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warranties.

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 **VENDOR**. The policy shall protect **VENDOR** 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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 subsequent act from constituting a violation of this Agreement.
24. **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.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **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 described in Paragraph 8 (Compensation). 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.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR 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 VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR 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 VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR 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 VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this 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 PARTY 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. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Thomas N. Alexander      Signature: 

Position: President & CEO      Date: 05/16/2023

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for*

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

## OUSD

Name: Mike Hutchinson                      Signature:  \_\_\_\_\_

Position: Board President                      Date: 6/21/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell                      Signature:  \_\_\_\_\_

Position: Secretary, Board of Education                      Date: 6/21/2023

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Fred Finch Youth & Family Services will provide 0.8 FTE Mental Health Therapist, one Full-Time Mental Health Aid, one 0.2 FTE care facilitator, and 0.04 Psychiatric Nurse practitioner to provide federally and state mandated IEP services to the students enrolled in the CE SDC program at Life Academy. The IEP services the Fred Finch staff will be required to provide include: individual and group counseling in accordance with student IEPs, therapeutic milieu support in the classroom throughout the school day, outreach and engagement with families, family counseling (when required), ongoing assessment of student needs, behavioral supports within the classroom and broader school community, medication support and psychoeducation, participation in the IEP process, case management and linkage to resources, and crisis prevention and intervention, as well as training for school site staff on mental health and behavior as described in Fred Finch's proposal. Classroom team members and their supporting Fred Finch staff will engage in weekly team meetings for effective alignment on student needs and either biweekly or monthly with school site leadership for alignment with the broader school climate and culture. The CE SDC direct service staff from Fred Finch will be supported by additional Fred Finch staff, including: supervision from a psychiatrist, a senior director (0.1 FTE), program director (0.1 FTE), milieu supervisor (0.2 FTE), program specialist (0.1 FTE), and director of quality assurance and data analyst (0.15). A representative from Fred Finch will meet on a monthly basis with OUSD Special Education Leadership team members for regular updates on program progress.

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

The above services would be expected to continue through a telehealth/teletherapy format, and through in-person services at the

student's home and/or mutually agreed upon (district family and Fred Finch staff) location.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Monthly Rate: **Up to \$33,131.00 per month**  
***Invoices shall be paid on the basis of services rendered, and costs shall be reduced if Vendor is unable to provide full staffing as described in 1A.***

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

As a result of these services, students placed in the Life Academy CE SDC program will receive the federally and state mandated IEP services, maintaining federal and state compliance. Further, the students provided with Fred Finch's services while placed in the Life Academy CE SDC program will have the continuity of care from current mental health clinicians in the program, which increases the therapeutic benefits for the students. The students will be able to develop emotional regulation so they may engage in academic instruction and keep them on track for graduation; increase attendance at school; reduce disciplinary challenges; and develop coping skills they may continue to use throughout their lifetime for success beyond their education in OUSD. Students will demonstrate progress as measured on their IEP goals, attendance records, disciplinary records, and credits earned/grades.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:  
Click or tap here to enter text.
  - Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
    - Meeting announcement for meeting in which the SPSA modification was approved.
    - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    - Sign-in sheet for meeting in which the SPSA modification was approved.
4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*
- Commercial General Liability Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
  - Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
  - Workers’ Compensation Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR has no employees.)
  - Tuberculosis Screening (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
  - Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

## DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”): Fred Finch Youth Center dba Fred Finch Youth & Family Services

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
  - a. This Agreement shall start on the below date (“Start Date”): July 16, 2023  
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
  - b. The work shall be completed no later than the below date (“End Date”): June 30, 2026. If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
  
- OUSD Data includes personally identifiable information from a student record, and:
  - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
  
  - RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)
  
  - RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
  
  - RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)
  
  - RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.
  
  - The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in

**Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
  - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may

issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**RECIPIENT**

Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services.  
Title: Privacy Officer  
Address: 3800 Coolidge Avenue  
City, ST Zip: Oakland, CA 94602  
Phone: 510-482-2244  
Email: receptionist@fredfinch.org

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

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees 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. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
  - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
  - (x) RECIPIENT can negotiate its own rates;
  - (xi) RECIPIENT can set its own hours and location of work; and

- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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, sexual orientation, or other legally protected class.

25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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 subsequent act from constituting a violation of this Agreement.
27. **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.
28. **Conflict of Interest.**
  - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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.
  - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as 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.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT 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 RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT 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 RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **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.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this 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 PARTY 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. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic

signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**RECIPIENT**

Name: Thomas N. Alexander Signature: \_\_\_\_\_

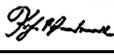
Position: President & CEO Date: 05/16/2023

**OUSD**

Name: Michael Hutchinson Signature: \_\_\_\_\_

Position: Board President Date: 6/22/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Secretary, Board of Education Date: 6/22/2023

***Template approved as to form by OUSD Office of the General Counsel.***

## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Fred Finch will require access to our Special Education information system (currently Special Education Information Systems (SEIS)) in order to review IEPs and psychological evaluations completed in order to determine the most appropriate means of providing mental health services to the students on their caseloads within the CE SDC program at Life Academy. Additionally, Fred Finch personnel working directly with students will be required to update progress on goals and create new IEP goals in collaboration with OUSD staff. They would also require access to the district's SIS, currently Aeries, in order to gather attendance data and grades/credit history so that student goals may incorporate this information when working with students. Access to Aeries would also allow them to retrieve student schedules so they may support in the general education setting for those students who are mainstreamed.

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Fred Finch has been a longtime partner through Alameda County Behavioral Health (ACBH) to provide mental health services to OUSD students in mental health based classrooms. The most recent contract between ACBH and OUSD is Enactment Number 22-1775 with an Enactment Date of 10-26-2022

**3) Site/Department to Provide Data** (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Special Education Department, Tech Services Department

**EXHIBIT B**

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	<input type="checkbox"/>
Attendance	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Number of Suspensions	<input checked="" type="checkbox"/>
	Days suspended	<input checked="" type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>

	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>

Parent/Guardian Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>

	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Other	List additional data elements here	<input type="checkbox"/>
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**Oakland Unified School District**  
**Special Education Educationally-Related**  
**Mental Health and Behavioral Health**  
**Services for Oakland Unified Students**  
**RFP #22-132PEC**

**Submitted By:**



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**Cover Letter:**

Fred Finch Youth Center (dba Fred Finch Youth & Family Services) (FF) is pleased to submit a proposal to provide Educationally Related Mental/Behavioral Health Services (ERM/BHS) for our long-time partner, Oakland Unified School District (OUSD). We specifically propose to deliver intensive outpatient services at Skyline High School, Life Academy High School, and Montera Middle Schools. In addition, FF proposes to provide itinerant outpatient services and Therapeutic Behavior Services (TBS). As an Oakland-based youth-serving organization for more than a century, we have an abiding interest in continuing to serve the students of our community – particularly those with complex needs. The provision of Intensive Outpatient services directly aligns with our agency’s mission to partner with people and communities to provide culturally responsive services that cultivate mental and physical resiliency and wellness. We are an evidence-based practice leader with many years experience delivering positive outcomes and developing collaborative programs with county, school, and community partners, as demonstrated throughout this proposal.

Key Contacts for the agency include: President & CEO, Tom Alexander (510-485-5214, [tomalexander@fredfinch.org](mailto:tomalexander@fredfinch.org)), Chief Program Officer Elizabeth Adeyi (510-363-1908, [elizabethadeyi@fredfinch.org](mailto:elizabethadeyi@fredfinch.org)), Senior Director for School Programs Nydia Mershani (510) 847-2774 [nydiamershani@fredfinch.org](mailto:nydiamershani@fredfinch.org)). Agency website is [www.fredfinch.org](http://www.fredfinch.org).

This program, staffed by Mental Health Therapists, Mental Health Aides, a Care Facilitator, TBS Clinicians, and Milieu Supervisors, and backed by the necessary clinical leadership and administrative staff to monitor quality and achieve outcomes, delivers culturally/linguistically responsive, trauma-informed mental/behavioral health services. The program will benefit from FF’s 25-year history providing school-based mental health services in OUSD schools -- including more than 19 years' operating classroom-based intensive mental/behavioral health programs – and our two and half decades of experience delivering Therapeutic Behavioral Services (TBS) and operating non-public schools for youth with co-occurring mental health and intellectual/developmental disabilities (I/DD). FF brings to this program expertise and resources, including site-responsive and youth/family-focused service delivery, long-term partnerships with schools, familiarity with related community resources, evidence-based practice service delivery, a deep understanding of the developmental needs of youth, a work environment characterized by learning and growth, and a demonstrated commitment to addressing the impact of trauma and improving the well-being of school-age youth.

Founded in 1891, FF offers 24 programs in five counties in northern California and five counties in Southern California and multiple school districts. Serving thousands of youth each year, we deliver school-based, special education, residential, supportive housing, health/dental, community/home-based, and office-based behavioral health services using a variety of evidence-based practices. Accredited since 2014 by The Joint Commission, FF maintains systems and practices that promote and sustain the highest quality of care and comply with regulatory requirements. Our demonstrated success and external recognition as a leading provider of quality care to youth and young adults, FF has the capacity and experience to ensure services are effective for the students, families and schools.

All services are grounded in an agency culture that proactively engages in Trauma-Informed Care, believes in each youth’s potential to succeed in their chosen areas, and includes a commitment to cultural/linguistic responsiveness and striving for anti-racism in service delivery, staff training, and organizational structures. It is our experience and strongly held belief that the most effective approach for working with youth and their families is to offer genuine partnership between staff and youth, with a parallel collaboration between FF and school and district staff. Moreover, we bring interagency partnerships to link youth and families to other resources whenever they are needed. School staff at campuses where we deliver mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs. Please see the attached Letters of Support from schools we currently serve (Attachment 1).

Working with the most challenged students, we employ a comprehensive, individualized, strength-based approach supporting students in meeting their educational goals while achieving results that reduce the need for more restrictive educational services and placements. FF proposes to use our deep knowledge of working within Fred Finch Youth & Family Services

specific school climates and our long relationship with OUSD to deliver intensive outpatient services that meet OUSD's intended outcomes. For more than 20 years, FF has served youth who are dually diagnosed with a mental health diagnosis and an intellectual/developmental disability (I/DD), experience which prepares us well to continue delivering positive outcomes to this population. Moreover, our experience with the dually diagnosed population has resulted in FF developing competency in both mental health treatment and in behaviorally based approaches such as Therapeutic Behavioral Services and Applied Behavioral Analysis.

We propose three components to these services:

First, our mental/behavioral health service models at identified school classrooms provide skilled support for eligible special education youth in accordance with their Individualized Education Plans (IEPs). Support includes intensive and individualized clinical services, highly skilled interventions based on our advanced familiarity with trauma and trauma treatment and with both behavioral and mental health interventions. By minimizing staff turnover and using a milieu-based team model guided by therapists with experience in schools, FF ensures expertise, consistency and quality services. Students in these classrooms progress in their treatment sufficiently to spend more time in the general education setting over time. Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors. Existing staff in this program, who would work in the proposed program, collectively have decades of experience working at these specific sites and at other OUSD schools. Because outcomes are better for youth when families are involved, the program promotes family engagement in their child's therapeutic treatment planning and services by employing a Care Facilitator with lived experience parenting a special needs youth, as well as through regular communication with parents/caregivers and culturally responsive interventions.

Our outcome measures for intensive outpatient classroom services reflect our success in achieving established targets; as measured by the Child and Adolescent Needs and Strengths (CANS) tool, in the last academic year 67% of students improved in at least one domain, and this year's data we anticipate will reach or exceed that target. These improvements are primarily in the school functioning, behavioral/emotional needs, and the strengths domains. Recent achievements of FF participants include the following. At Montera, three out of eight students are scheduled to increase the number of mainstream classes they attend within this school year. One student at Skyline has been accepted for college by a UC school, and at Life Academy we have seen an increase in consistent attendance for 2 students who struggled to attend regularly at the beginning of the school year.

Second, we propose to offer a minimum of one staff to deliver TBS to any student in OUSD who has been recently hospitalized or is at risk of a higher level of care or whose IEP indicates TBS services. Importantly, because we hold an existing contract with Alameda County Behavioral Health Care Services (ACBH), for which any student with Medi-Cal who meets the TBS criteria is eligible for services, we can provide additional staff as needed to meet the need for such services across the district, at no additional cost. For 24 years, FF has been the primary TBS provider for Alameda and San Mateo Counties and for 7 years has delivered TBS in Santa Clara County. These programs provide the highest quality targeted behavioral interventions and achieve excellent results, with more than 95% of clients achieving stability in their current placement or moving to a lower level of care.

Third, we propose to offer itinerant outpatient services across the district. This model of having a "floating therapist" to work with youth and their families, and school staff as needed, closely matches our current practice in our Visiting Therapist program which provides mobile services to foster youth, following them even when they change school sites; as well as our current staffing model for school-based services in OUSD whereby a Therapist supports youth across multiple sites.

**Proposed Staffing:**

Plan for Program Staffing: Planned clinical leadership staff for all direct care personnel in this proposal includes a part-time licensed Program Director (PD), 2 Milieu Supervisors (at .4-.6 FTE/site), and a part-time licensed Senior Director; the Directors are existing FF staff. (Please see Attachment 2 for a staffing chart and organizational chart).

For the specific school sites, each classroom will be staffed by a full-time licensed or license-track Mental Health Therapist (MHT) who is familiar with school-based services, and a full-time Mental Health Aide (MHA) with experience with special needs youth; we additionally propose a part-time Care Facilitator to engage and support families. A Psychiatric Nurse Practitioner, under the supervision of a psychiatrist, will offer psychiatric services. At Montera Middle School, due to the developmental and behavioral needs of middle school students and to provide highly consistent skilled behavioral support in the classroom, we propose to have an additional MHA. **All the staff named below are expected to transition into this program if awarded and remain at their assigned school site, thus offering continuity of care for OUSD students and families.**

Planned staffing for the itinerant outpatient counseling portion of the program, which will serve the whole district at the direction of district staff, will include 3 full-time licensed or license-eligible Mental Health Therapists. The TBS program will be staffed by an experienced TBS Clinician (MA level) or Coach (BA level). Because FF holds an existing contract with Alameda County Behavioral Health Care Services (ACBH), for which any student with Medi-Cal who meets the TBS criteria is eligible for services, we can provide additional staff as needed to meet the need for TBS across the district. The proposed TBS Clinician position funded by OUSD would provide IEP-driven TBS services and TBS services for students without Medi-Cal or who are not otherwise eligible.

The **Mental Health Therapists** (MHTs) are registered, waived or licensed with the BBS and therefore credentialed to provide psychotherapeutic and/or behavioral services and have experience in a school setting. At the school sites, they deliver mental health services to the students in their assigned classroom in accordance with each student's IEP. There will be one full-time therapist in each classroom, and staffing will be sufficient to deliver services during the extended school year (ESY). The Therapist will have primary responsibility for service planning and for mental/behavioral health services delivery, including treatment planning; individual therapy and parent/family counseling at school or at the home or via telehealth; group therapy; collaboration and consultation with classroom staff including milieu support and behavior management; completion of service documentation; crisis intervention; and linkage to other school programs or agencies to meet additional identified student needs. The Therapist will be an active participant at IEP team meetings and along with the Milieu Supervisor will consult with school staff on clinical matters, such as coordinating or preventing crisis responses. All Therapists are supervised by the Milieu Supervisor, a licensed Therapist. The therapist will participate in weekly team meetings to review student data and progress, ensure collaboration with the Mental Health Aide and the educational staff on classroom interventions, behavioral intervention plans, and positive behavioral systems for the classroom, and communicate regarding family/caregiver events, family outreach experiences, and campus-wide events.

The MHTs providing itinerant services will not be assigned a specific school site, but rather will collaborate with district and school staff, consult with site teams to develop effective support systems and strategies to respond to individual youth, and provide outpatient services to identified students, families, and schools wherever they are needed pursuant to those students' IEPs. These services will include, at minimum, parent/family counseling, linkage to other agencies' services, participating in IEPs, developing behavioral support plans as needed, and mental health crisis support. They too will be supervised by a Milieu Supervisor.

The **Mental Health Aide (MHA)**, a full-time staff in each classroom, supports Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. They are skilled at de-escalation techniques so contribute to crisis prevention and reducing behavioral escalations. They additionally provide behavioral support as needed for students attending general education classes. To ensure coordination of care and a high quality of intervention, the Counselor is supervised by the licensed Milieu Supervisor. MHAs have a B.A. Degree with 4+ or A.A. Degree with 6+ years of work experience; some are Fred Finch Youth & Family Services

enrolled in a master's program in social work or psychology or have a relevant MA degree but are not pursuing licensure. They complete training in recognizing and responding to mental health conditions (e.g., Mental Health First Aid).

In its current intensive outpatient classroom-based program, FF employs three therapists and 2 MHAs who together are fluent in Spanish, Arabic and French; an additional MHA is just starting employment. The Mental Health Therapists include **David Alcalá, ACSW** (bilingual in Spanish) at Life Academy, with more than 5 years' experience working with youth primarily as an educator and who recently shifted focus from education to mental health, to help assuage the many barriers to academic success he encountered while working as an educator; **Christelle Hoch, AMFT** (bilingual in French. Speaks some Spanish) at Montera Middle school, with over 15 years' experience working with youth as a tutor, teacher, coach, and case manager; and **Michelle (Shelly) Heil, LMFT, LPCC**, who has worked with FF for 11 years, first in our non-public school program in Oakland and then for 4 years in the FF classroom-based programs in the Skyline High School classroom. For the past 4 years she has provided direct care and clinical supervision for the OUSD high school classroom programs.

MHA staff include **Eyad Algaradi** (native speaker of Arabic) at Skyline, who has 8+ years' experience in education and mentorship including tutoring Yemeni refugees. She will be promoted to a MHT when her degree is awarded this month; and **Adelayne (Addie) Rosales**, who supports both Life and Skyline schools, and comes with over 8 years' experience working with youth and a passion for supporting at-risk youth in navigating the challenges faced when transitioning between adolescence and adulthood. Collectively, these staff come from diverse gender and racial/ethnic backgrounds that are representative of the school's community (two are Oakland natives) and have a combined 47 years' experience working with youth in school settings.

Our current **Care Facilitator** is **Maria Pia Allende**, a native Spanish speaker who raised a son with special needs who is now in college. Maria has 7 years' experience mentoring families with children who have special educational needs and holds an MA degree in an unrelated field (see Attachment 3 for resume). This position's role is targeted for staff with lived-experience as a parent. The part-time Care Facilitator will provide individualized support and mentorship to parents and caregivers across all school sites by sharing expertise in navigating systems and programs and identifying community resources. The Care Facilitator is expected to deliver primarily family support activities, including outreach and engagement, and family coaching and behavioral support in the school or home. FF's Care Facilitator has been helpful in stabilizing families under stress by guiding them to pursue housing, employment and/or welfare benefits including SNAP. This staff supports older students exploring their vocational aspirations and pursuing employment goals, and with college and career planning.

The part-time **Psychiatric Nurse Practitioner** is Colette Warden, an experienced, Board-Certified Psychiatric Nurse Practitioner with 7 years' experience prescribing psychiatric medications at these school sites. She coordinates closely with other team members (including consulting Psychiatrist Dr. Jonathon Terry), the student, and their family.

The **Milieu Supervisor (MS)** is a licensed therapist who works part-time (.4-.6 FTE) at each site who provides professional development trainings to school staff, offers direct coaching support to FF staff and school personnel, leads team meetings, and ensuring family communication is strong and healthy. The MS assists with triaging urgent student or site needs and consulting on design and implementation of behavioral management systems for classrooms. They have familiarity with the Individual with Disabilities Education Act (IDEA), enabling them to guide staff in ensuring that students' educational rights are respected, and their educational participation is maximally supported with suitable resources. The MS supervises all FF staff at their assigned site, and will also supervise the itinerant outpatient therapists and Care Facilitator. The MS will be trained in completing functional behavioral assessments for students whose behaviors indicate such a need, and collaborates closely with our TBS department clinical leaders for consultation as needed on behavioral approaches. They will manage referrals and caseloads and provide clinical care and coverage during absences or times of high need.

**TBS Clinicians/Coaches** have a master's degree in counseling psychology, social work, or a related field, and professional experience delivering behavioral health services to youth (including those in special ed), often including experience or training in Applied Behavioral Analysis (ABA). While TBS Clinicians typically are responsible for implementing the interventions identified in their behavioral assessments of youth, when a family needs a bilingual provider FF also hires a TBS Coach, who is bilingual with a BA degree and relevant experience, to implement the behavioral plan. TBS staff will work across home, community, and school settings to assess and address identified behaviors that are placing the student at risk for psychiatric hospitalizations. TBS staff will be supervised by the Program Director or Clinical Supervisor in our TBS Department, thereby ensuring that behavioral assessments and interventions are of the highest quality.

Administrative staff, who are all part-time for this program but work full-time at FF, include a **Program Specialist** to assist with tracking documentation and referrals, data entry, processing documentation for billing, and administrative support; a **Quality Manager** and a **Data Analyst** who together ensure that documentation and reporting requirements are standardized and met, develop data tracking systems for IEP goals and school-wide trainings/professional development, maintain and analyze outcomes data, and prepare reports for our internal CQI Committee, OUSD, or other stakeholders as needed.

Two licensed staff with a strong track record of service delivery are already employed in the part-time leadership roles for this program, and will continue to direct all proposed aspects:

**Nydia Mershani, LMFT, Psy.D., Senior Director** (see Attachment 3 for resume), who has held senior leadership roles in FF school programs in OUSD for 8 years, has overall responsibility for initial and ongoing implementation of program to expected outcomes, quality oversight including attendance as needed at meetings with OUSD leadership, and supervision of the Program Director. As an agency leader of color, she prides herself on championing cultural responsiveness in the clinical work, staff growth, and school collaborations.

**Diana McCullough-Klump, LMFT, Program Director (PD)** (see Attachment 3 for resume), oversees the program and will directly supervise the Milieu Supervisor(s). A FF Therapist since 2013, a Supervisor since 2018, and a Program Director since 2022, Diana has extensive experience delivering therapy, behavioral interventions, and intensive case management to high-needs youth in school and community settings, as well as collaborating with OUSD and other community agency colleagues on service delivery. She is bicultural and bilingual in Spanish with a passion for FF's Racial Equity initiative who has facilitated race-based affinity groups. The PD attends the regularly scheduled meetings with OUSD Special Education department members and will have responsibility for day-to-day management of the program as well as for hiring staff, ensuring high quality service, and providing programmatic guidance to the FF staff team. The PD will coordinate and communicate with all sites and district teams; will be available for supervision and consultation to all direct care staff as needed; and may occasionally provide direct services on site. The PD is a licensed therapist who will supervise and provide clinical guidance to the Milieu Supervisor, ensure productive collaboration with school administration, provide or organize professional development trainings for educational partners, and ensure that contract deliverables are met.

Supervision and Staff Support: FF's experience operating school-based programs has resulted in specific staff support structures for all roles proposed for this program. All staff will have a thorough understanding of their roles and responsibilities through experience, initial and ongoing training, and supervision. Like all FF's mental health programs, this program will be directed by a licensed mental health professional with appropriate experience and credentials, who is in turn supervised by a licensed Senior Director. The PD is also a licensed Therapist who will provide clinical consultation and guidance to the Milieu Supervisors (MS) and Therapists, and will collaborate with a Consulting Psychiatrist who provides clinical consultation for the Psychiatric Nurse Practitioner. Both the PD and the MS participate in monthly trainings with a Senior Director to develop their clinical and managerial competencies; this includes how to effectively manage teams that include staff with lived experience, and training on strengths-based supervision and culturally responsive leadership. Each MS provides weekly individual supervision for all direct care staff and weekly group supervision for all staff working towards California Board of Behavioral Sciences licensure. Monthly group supervision for Care Facilitators (who join with other peer specialist staff across the agency) covers topics related to boundaries, intervention strategies, and relational work with youth/families. FF forms group supervision cohorts across the agency, which ensures role-

specific support, resulting in staff retention and sharing of best practices. Our established policies guide supervision, ensuring it provides clinical consultation, monitors quality of care, and minimizes vicarious traumatization. TBS staff receive specialized weekly individual supervision that incorporates behavioral strategies, as well as non-verbal expressive arts activities (dance, music, coloring, etc.) that can reach I/DD clients who are less verbally inclined. External consulting supervisors are accessed when fidelity with evidence-based practices (e.g., EMDR) is needed. Supervision incorporates both clinical consultation and administrative oversight to ensure that documentation is reflective of the services provided and that clinical progress is continuously evaluated, and intervention strategies adjusted as needed.

Documentation: FF has privacy and confidentiality protocols in place to maintain all documents in accordance with FERPA regulations; as a HIPAA-governed provider FF also complies with HIPAA guidelines. We have and maintain a meaningful-use certified Electronic Health Record (EHR) which securely stores all client information, including clinical notes. We have the capacity to contribute student service data from our EHR to be maintained in the District's adopted Student Information System. FF's program management and IT staff will work collaboratively with OUSD's Special Education Department members as necessary to complete filing or FTP upload of documents in a timely and secure manner.

Credentialed, Competent Staffing: We take pride in delivering and documenting evidence-based, culturally responsive, high quality mental health services by credentialed mental health professionals. Our policy requires that all new hires meet conditions of employment (which meet or exceed requirements outlined by OUSD), no later than their first day of employment. In addition to defining each staff's scope of practice in keeping with state and district regulations, FF assesses competence to perform job duties of each potential new hire during the employee selection process and verifies that applicants meet minimum requirements outlined in job descriptions as part of the onboarding process. These verifications include reference checks, experience and education verifications, finger printing, criminal record clearance, TB tests/medical clearance, exclusions and debarment clearance, and license verification. Ongoing, our QA and HR departments systematically monitor staff's status to verify that required licenses or credentials are current and align with scopes of practice. Our initial and annual performance evaluation process utilizes behavioral descriptors and observations of role-specific competencies with service data to ensure staff have the necessary competencies to deliver mental health services ongoing.

Recruitment Practices: Counter to national retention trends, FF's existing intensive outpatient classroom-based program is fully staffed with therapists this year and has only one vacancy among other direct service positions; in years past we have successfully drawn on staff with lower caseloads at other sites to meet any gap between staffing and demand. For open positions, the PD will work with our Human Resources (HR) Department to facilitate on-going recruitment activities designed to rapidly and responsibly attract and employ new talent. HR will work with the PD to customize recruiting strategies to produce qualified, competent, culturally responsive candidates who meet the job's unique requirements. Recruitment strategies include targeted online postings, job fairs, social media outreach, targeted newsletters, fliers, outreach to the school community itself, participation in industry events, sign-on incentives, employee benefits including loan repayment and educational advancement opportunities, and bonuses for current staff who refer their peers. To ensure cultural/linguistic accessibility, FF recruits, hires, and retains bilingual and culturally diverse staff through its hiring practices. These include advertising at culturally based institutions and word of mouth, anti-bias training for hiring managers, interview questions that screen for alignment with FF's racial equity goals, and a compensation package which pays higher rates to bilingual staff. We also employ workforce retention initiatives that are deeply integrated with our Racial Equity Initiative activities. Our selection process for staff includes an evaluation of applicants' experience with delivering cross-cultural services and certification of bilingual fluency, if required for the position. For this program we currently employ and propose to ensure that at the Therapist at Life Academy, and the Care Facilitator, will be bilingual in Spanish. Staff are additionally selected based on their experience, knowledge, interpersonal skills, and demonstrated ability to deliver appropriate behavioral interventions and to effectively work with a broad range of collateral stakeholders. As a result of our recruitment of bilingual and culturally diverse personnel, our staff demographics reflect the populations we serve. This is reflected in the "Experience" section below.

Staff Training and Development Process: FF has a robust Training Plan for all staff positions that is coordinated by our five-person Training Department to train and retain qualified, culturally responsive staff with core competencies for their position. New staff receive initial training and shadow experienced staff to acclimate them to the agency, our mission, values, history, service philosophy and services, and to the specific requirements associated with their scope of practice. This initial orientation is accomplished through small group training by agency leadership, 1:1 orientation with their supervisor, and shadowing of experienced staff. After their initial new hire training covering the basics of their position, staff in our school-based programs attend ongoing training during the week before school starts and then another two days during Thanksgiving break, to ensure training doesn't interfere with staff availability during school days. Ongoing training each year always includes topics related to cultural responsiveness and trauma informed care. FF offers all staff 24 additional "elective" hours of training time annually to take courses in topics relevant to their role. Our Training Department offers a choice of 15 relevant optional trainings per month. As an approved CEU provider through the CA Association of Marriage and Family Therapists (CAMFT), these trainings offer ample job training opportunities for licensed staff to maintain licensure. To develop staff, supervisors (who are also trained in evidence-based practices for supervision and management), incorporate evidence-based techniques into supervision, including Motivational Interviewing, behavioral approaches, and our trauma-informed systems framework (ARC). In addition to obtaining supervised experience toward their license (if relevant), staff receive continuous feedback on their performance, summarized in annual evaluations that detail their professional strengths, competencies, areas for growth, and identified goals for the coming year. Lastly, as part of FF's Racial Equity Initiative (see Attachment 4), FF direct care staff and managers, particularly those of color, have access to specialized mentoring and leadership development opportunities to develop their skills.

Retention Practices: As a large organization, FF has retention practices to retain strong staff which include: opportunity for committee participation on one of our six agency-wide Continuous Quality Improvement (CQI) subcommittees. Staff recognition events for teams and individuals in accordance with an agency-wide Staff Appreciation Plan; access to the above-mentioned trainings, and structured pathways for advancement with salary increases for licensure or promotion. FF offers competitive salaries based on annual market-rate surveys among like organizations and a comprehensive benefits package with two healthcare options, a 401K retirement contribution and paid time off that increases with longevity. In addition, we have an innovative and extensive array of benefits that is updated annually based on staff input. Recent additions include a monthly stipend that may be added to retirement contributions, offset medical costs, or to repay student loans; an educational reimbursement program that enables staff to pursue additional degrees or advanced training, and pet insurance. In recent years we have also expanded our internship program for staff working on a clinical degree and in 2022 launched a mentorship program for rising leaders of color.

A cross-section of staff developed our Staff Appreciation Plan, which incorporates program-level and agency-wide staff appreciation events held throughout the year. These celebrate various cultures and trauma-informed principles. Additionally, we recognize and celebrate specific populations through nationally recognized monthly themes (e.g., LGBTQ+ Pride, Native American Heritage) and specific trainings. For the past 4 years, FF's Board of Directors and Senior Leadership have embarked on a strategic initiative to recruit and retain staff; including initiatives for stipends for educational advancement, advanced practice trainings in EMDR and Dialectical Behavior Therapy, career development activities, expanded communication strategies across different levels of the agency, a Racial Equity Initiative (see Attachment 4) to diversify staff at all levels, incorporation of trauma-informed principles into the workplace, and competency development activities for supervisors.

FF has success at retaining staff, with staff tenure at FF averaging just under 5 years for all staff and slightly less than 4 years for direct care staff -- a remarkable longevity for a nonprofit given the impact of COVID on the mental health industry. We believe this is due to a well-designed hiring process, a commitment to providing a culturally mindful and responsive environment, opportunities for growth, strong staff supervision, an open-door policy at every level, and formal staff recognition practices -- all reflective of our strategic efforts addressing retention. We have strong stability and longevity among our supervisory staff (who average just over 9 years of tenure) and the consistent, skilled supervision they provide translates to stability among direct care staff.

**Related Experience:**

Experience Delivering Services in Urban School Districts:

In partnership with multiple urban school districts in California including OUSD, FF provides School-Based Mental Health Services in Alameda and Contra Costa Counties, and at our Non-Public Schools in Oakland and San Diego. We currently provide School-Based Mental Health Services to students and families in 28 public schools in Hayward, Oakland, Mt. Diablo, and Antioch Unified School Districts. We have been operating programs in elementary, middle, and high schools since 1997 in Alameda and since 2000 in Contra Costa, annually serving more than 400 unduplicated youth identified for their high mental health needs. In Oakland, we also operate Rising Harte Wellness Center, a School-Linked Federally-Qualified Health Center open to students at OUSD's Bret Harte Middle School and Transition Age Youth ages 16-25, their families, and the community.

Experience with Intensive Outpatient Services in School Settings: Specific to this proposal, since 2004, in OUSD we have offered Intensive Outpatient Special Day Class Services at Montera Middle School, Westlake Middle School, Oakland High School, and Skyline High School; at Urban Promise Academy we delivered such services from 2014-2016. Over the course of the past 6 years, we've also delivered classroom-based services to special education students at an additional classroom at West Oakland Middle School and at Bret Harte Middle School. These school programs assist young people with serious emotional disturbance (SED), mental illness, significant trauma or loss, and other learning challenges secondary to emotional distress to develop effective learning strategies and achieve academic success. Working with the most challenged students, we employ a comprehensive, individualized, strength-based approach supporting students in meeting their educational goals, while achieving results that reduce the need for more costly and restrictive educational services and placements. FF's Intensive Outpatient Classroom services began as "day treatment" in 1997 in Contra Costa County. Until 2009, this day treatment program provided milieu, individual, group, and family therapy that addressed students' behavioral health needs and improved school attendance and accomplishment in Mt. Diablo USD. Our Alameda County school-based programs began in 2003. Then called Safe Passages, the program prevented truancy and the expulsion of vulnerable middle school age children via school-based mental health services. In 2004, FF implemented Intensive Outpatient services (then called School-Based Day Treatment) in OUSD in Alameda County, building on the foundation and experience of the programs mentioned above. At our Non-Public Schools, FF has been providing Intensive Day Treatment since 1998 to young people with co-occurring intellectual delays and serious emotional disturbance (in Oakland since 1998 and in San Diego since 2003). These programs transitioned to an "intensive counseling-enriched classroom" model when Day Treatment funding ended in 2014. All services are delivered in accordance with the students' Individualized Education Plan (IEP), and typically include such Educationally Related Mental Health Services as individual, group, and family therapy, psycho-social rehabilitation, crisis intervention, case management/brokerage, and psychiatric medication management.

As evidence of our effective Intensive Outpatient classroom-based programming, during school year 2021-2022, FF achieved the following outcomes for discharged students, as measured by the Child and Adolescent Needs and Strengths (CANS) assessment tool, which measures "actionable items" (areas needing clinical attention) in a variety of life domains:

✓67% of students improved in at least one domain, with many improving in multiple.

✓42% of students improved in the school functioning score (which includes school behavior, achievement, attendance).

✓Students also improved in a variety of other domains: 42% improved in life functioning, 38% increased their Strengths, and 50% improved in Behavior/Emotional Needs.

Experience with Therapeutic Behavioral Services (TBS): FF has been delivering high quality targeted behavioral interventions via TBS to children and youth, including those with intellectual disabilities (I/DD), since 1998. FF is a recognized leader in achieving positive outcomes with children, youth, and TAY who experience acute behavioral disruption that places them at risk of entering a higher level of placement or psychiatric hospitalization. FF has maintained contracts as the primary provider of TBS in San Mateo County since 1998 and in Alameda County since 2001. Starting in 2015, FF has provided TBS specifically for youth with intellectual/developmental disabilities (I/DD) in Santa Clara County. These programs achieve excellent results, with more than 95% of

clients achieving stability in their current placement or returning to a lower level of care -- an outcome that has been stable for years. Family members and youth alike express high levels of satisfaction with our services.

Experience with Consultation and Serving Students Across Settings:

For the past 2 years, FF has utilized a staffing model in our OUSD school programs where one Therapist supports multiple school sites, providing services as needed for those identified by each school and triaging needs in consultation with either school administrators or district staff. These services vary from consultation with school staff regarding either a specific classroom or a specific youth, to individual therapy or behavioral interventions and counseling for their families. In addition, for more than 2 decades FF has operated a Visiting Therapist Program which provides mobile services to foster youth, following them across settings, even when they change school sites or placements, and participating in IEP meetings as needed. FF has also provided Intensive Care Coordination services through our In-Home program which facilitates team meetings to support cohesive care across service providers. Moreover, because most of FF's programs statewide deliver services in home, school, and community settings, our staff are accustomed to offering consultation services to families and staff in diverse situations and settings.

Experience Delivering Mental and Behavioral Health Services and Serving Populations with Mental Health and I/DD:

FF has two and a half decades of experience delivering both mental and behavioral health services. As a result of serving youth with both mental health conditions and intellectual or developmental delays (I/DD); this experience gives us unique expertise in effectively distinguishing mental health needs from I/DD and intervening accordingly. Our programs serving this population provide both mental and behavioral health modalities of intervention, and we are aware of the necessity of integrating these approaches through collaboration across providers and service delivery systems. FF has been providing multi-modal services to this population for 25 years in residential, community, home, and school settings. Children and youth with I/DD often require more intensive behavioral interventions, and yet are quite responsive to them, particularly when their caregivers and other support systems are involved, and when existing mental health services are addressing family dynamics and/or the client's emotional needs and symptoms. FF has Behavior Analysts as well as TBS staff with extensive training and experience in behavioral interventions; these staff are integrated into our programs where behavioral in addition to mental health interventions are beneficial. Our TBS programs effectively limit and often prevent residential care for youth experiencing behavioral difficulties by delivering intensive strengths-based community-based behavioral care. When serving those with an I/DD, our TBS program typically delivers services at a higher intensity than with standard TBS, in part because of the complexity of multiple diagnoses, the need for consistent and frequent repetition of behavioral strategies, and the necessity for close collaboration with both Regional Center staff and the primary mental health provider.

Beyond TBS, we currently operate multiple programs specifically for youth who have dual (or triple) diagnoses. These include two specialized short-term residential therapeutic programs (STRTPs), two non-public schools, specialty mental health services, two crisis residential treatment centers, and two Wraparound programs exclusively serving Regional Center clients with I/DD. Avalon, our STRTP, with associated educational services, opened on our Oakland campus in 1998. The program is unique in its ability to effectively support, teach, and treat dually diagnosed teens and young adults—youth who are frequently underserved by the existing systems that tend to have expertise in one, but not both, areas. Avalon was one of the first programs in the state to successfully blend the most effective practices in both mental health and behavioral services that resulted in positive outcomes for this unique group. Given the expertise required to serve this population adequately, referrals come to our Avalon program from across California, and even from out of state. In response to this ongoing demand, San Diego Regional Center and San Diego County Mental Health initiated the quest for a program in their area that would not only serve these clients appropriately but would help them to maximize their level of functioning to enable them to engage in everyday activities, similar to that of their non-disabled peers; it opened in 2004. Like Avalon, the San Diego STRTP provides residential treatment, highly specialized education, and integrated behavioral/mental health services. Many youth in these programs have histories of numerous placement failures, juvenile justice involvement, and multiple hospitalizations, with many coming to us directly from hospitals. The primary goal of services is to help the client decrease aggressive or self-injurious behaviors

and minimize the need for disruptive hospital stays or crisis services. Building on our expertise with the population struggling with both intellectual and mental health disabilities in residential settings, we expanded to community-based programs in 2009, at which time we began to offer Wraparound services to Regional Center clients in San Diego. In 2012, we extended those services to Alameda and Contra Costa Counties. The clients in these programs are predominantly teens, but range in age from children to young adults. Providing both practical and behavioral support in their homes, schools, and communities, these programs promote healthier, more self-sufficient lives for the families we serve. The youth receiving services may have intellectual disabilities, seizure disorders, and/or be on the autism spectrum.

Experience with Diverse Student Population: FF has experience serving a spectrum of chronological and developmental ages, gender, sexual orientation, race/ethnicities, language, and culture. In Fiscal Year 2021-22 FF served 4,650 clients, of whom 61% were children ages 0-12, 26% were youth ages 13-17, and 14% young adults ages 18-25; 43% were female, 43% male, 1% were transgender or gender queer, 0.5% were other genders or questioning, and 13% unknown. Demonstrating our capacity to continue to effectively serve the diverse students of OUSD, we serve a wide variety of racial and ethnic groups; Latinx youth comprise the largest single group at 32%, with African Americans (19%), Asian (3%) and White (25%) youth representing the next largest groups. FF staff have experience working with youth across the developmental spectrum and understand developmental stages, age-appropriate language, and interaction methods. Like our clients, our staff are racially diverse: 38% Latino/Hispanic, 18% African American, 31% White, 7% Asian, 6% multiracial, with the remainder being Pacific Islander or Native American.

Experience with SED Youth: Students served by FF in Special Day classrooms are identified by the district as qualifying for Educationally Related Mental Health Services (ERMHS) and their needs are described in their Individualized Education Plan (IEP). Students are often classified as being Seriously Emotionally Disturbed (SED), and some are also identified with "Other Health Impairments." Most students exhibit one or more of the specified characteristics of emotional disturbance over a long period of time and to a marked degree that adversely affects their educational performance. Students we serve may demonstrate extreme irritability, anxiety, depressed mood, difficulty focusing, hyperactivity, aggression or self-injurious behavior, withdrawal, immaturity, mood disturbances, distorted thinking, bizarre activities, severe mood swings, and learning difficulties. They've usually experienced emotional and behavioral disturbances over a prolonged period and can no longer engage in education within a general academic setting. Primary diagnoses are ADHD, depression, anxiety, and trauma-related; some have more severe thought or mood disorders and co-occurring health issues, substance use, or intellectual disabilities. Symptoms often impact self-regulation and cognitive functioning. Many have a history of rejection or peer-conflict, poor social skills, co-occurring learning disabilities, and/or involvement in the juvenile justice or child welfare system. Eligible students come from culturally and linguistically diverse communities; at two schools where FF currently delivers intensive services, at least one family is monolingual in Spanish or another non-English language.

FF staff have expertise in working with middle and high school students, who are beginning their adolescent journey to establish their identity in relationship to society. Youth we serve are maturing in the context of a broader culture which expects them to eventually function independently and pursue educational, career development, and relational goals, but may treat them as incapable of doing so due to mental illness, race/ethnicity, socioeconomic status, or immigration status. Youth in our school-based programs are at risk of developing a self-perception of being defined by their mental health diagnosis and not pursuing age-appropriate educational/vocational goals. The adolescent sense of invincibility may contribute to risk-taking behaviors. FF staff use their understanding of youth's developmental stage to guide their interventions, which may include risk reduction strategies, developing their sense of responsibility to themselves and to others, and supporting them in their positive identity formation.

Experience With Youth with a Trauma History:

While we focus on recognizing and enhancing student/family/community strengths, many youth we serve have experienced numerous adverse and traumatic events and circumstances that affect their health and mental health. These include relatively high rates of victimization and exploitation; youth or family substance abuse; a

history of school failure or school mobility; limited access to healthy socialization opportunities; unfamiliarity with available services; family conflict and parents burdened with their own needs. Some are members of communities that have experienced historical traumas or traumas around immigration. These all contribute to feeling marginalized and isolated. Environmental factors such as lack of affordable housing, poverty, poor transportation, and inconsistent access to healthcare increase symptoms and present barriers to self-sufficiency. Of the 45 students we served last academic year, 84% live in or very near neighborhoods with the highest poverty rates in CA (49% in and 35% within 1000 feet).

Regarding their mental health symptoms, many of these students experience stigma, and feel shame, fear, and hopelessness that prevents them from seeking mental health services. Youth of color often carry the extra burden of living in a society where assumptions are made about their character and intelligence, or where they are perceived as a threat to others. These factors combined with an adolescent reluctance to recognize vulnerabilities may be barriers to seeking help, so FF staff focus intensively on engaging both youth and their families, because both bring strengths to bear when it comes to overcoming these barriers; many have supportive extended families, are involved in community activities, and have a strong sense of the value of community and a history of thriving despite adversity.

As indicated by the demographics above, youth served by FF, including those in OUSD, are primarily youth of color and they or their families have survived considerable adversity, including micro-aggressions, exclusion, and institutional racism. FF employs many therapists who are bilingual in Spanish or other languages and/or individuals whose race/ethnicity, gender, or life experiences may mirror those of the school, offering support in the family's preferred language to minimize these potential barriers to engagement. Immigrant students who are new to OUSD and the American educational system often benefit from FF staff support in navigating their intellectual growth. Our therapists work to help students recognize and celebrate their own culture along with learning about and appreciating others'. To support students academically, FF therapists may be involved, not just in treating symptoms that interfere with learning, but in demonstrating how classroom learning can be applied to identify and solve real-life problems.

To address student needs and history of trauma, FF individualizes care, providing treatment and related services that are tailored to that youth's specific needs and resources. Staff incorporate trauma informed treatment, including the impact of cultural or historical trauma, into their interventions, which are delivered in the evidence-based framework of ARC (see following section for details). To address environmental stressors, staff may link students and families to a wide variety of psychosocial support, including other resources within the school or in the community. While we provide experienced and skilled therapists to address a wide variety of needs, linkages may be indicated to further support youth and families, for example, for transition aged youth, foster youth, Commercially Sexually Exploited youth, or LGBTQ (Lesbian, Gay, Bisexual, Trans, Queer/Questioning) youth.

Cultural Responsiveness to Reduce Trauma and Enhance Efficacy: Culturally responsive services are essential to delivering trauma-informed care and aligns with our overall philosophy of client-centered, client-driven services. Using a broad definition of culture, including commonly thought of spheres such as language and race/ethnicity, we also include gender identification, sexuality, religion, age, etc. One of FF's core principles of cultural responsiveness is defined by FF as the ongoing practice of integrating knowledge, information and data from and about individuals, families, communities and groups into specific clinical standards, relationship-building practices, skills and service approaches that match the service population and increase the quality and effectiveness of mental health care. Acknowledging the impact on a person's recovery of oppressive histories, life experiences, language, beliefs, values, formal and informal help-seeking pathways, and traditional healing practices is fundamental to adapting recovery strategies that are effective, unique, individualized, trauma-informed, and client-centered. Other cultural responsiveness strategies include hiring and providing pay differentials for bilingual/bicultural staff; ongoing training in cultural humility and responsiveness; using culturally responsive practices and therapies such as Motivational Interviewing and Wraparound principles; and delivering services in the client's preferred language by employing bilingual staff or accessing interpretation when needed.

FF's Cultural Connections Committee (part of FF's Continuous Quality Improvement structure) annually updates a Cultural Responsiveness Plan which sets standards for ongoing data collection, analysis, needs assessment, and implementation of practices toward ensuring respectful and accessible services and addressing disproportionalities. It incorporates National Culturally and Linguistically Appropriate Services (CLAS) standards, infusing culturally and linguistically appropriate policies and practices throughout the organization's planning and operations. As outlined in the plan and in associated agency policies FF strives to provide effective, equitable, understandable, and respectful high-quality care, treatment, and services that are responsive to diverse cultural mental health beliefs and practices, preferred languages, and other communication needs. In accordance with CLAS standards, we work to establish policies and management accountability, and infuse cultural responsiveness throughout our planning and operations, including the promotion of promising and evidence-based practices that address key social determinants of health and are culturally responsive.

FF launched a Racial Equity Initiative in 2017 with the goal of having the most diverse and prepared staff providing the best possible care to our clients, families, and communities. This preparation has included increasing staff knowledge, awareness, and skills across the agency. Our overall goal is to move the agency to demonstrably consistent expertise and responsiveness regarding race, ethnicity, and culture. This means having staff who possess the awareness and interpersonal skills to learn about, respond to, and work with the unique needs of each client and one another. It also means recognizing the historical and current impacts of racial trauma, disproportionality, and disparities on the health and mental health of our community, especially people of color. Staff in this program have and will continue to participate in that on-going training process, building awareness of the disproportionate impact of social determinants of health and how racial and cultural dynamics foster or hinder their work with students, families, and one another, with particular emphasis on the differential impact on and responsibilities of white-identified staff, staff of color and multi-racial staff.

#### Experience with Specific School Sites:

Similar to FF's approach, Skyline High School (SHS)'s community engages students by embracing an education that values critical thinking, academic rigor, cultural responsiveness, and healthy relationships. FF partners with students to take advantage of SHS's resources such as One Land One People Youth Center, which offers physical and mental health services and after school programs and clubs; the large performing arts program that puts on productions throughout the year; Manhood development for young African American and Latinx men; and the college and career center that puts on events and supports students individually to prepare for future college and career options.

Montera Middle School (MMS), a CA distinguished school, is a relatively well-resourced school, with an International Baccalaureate program, an active Parent Teacher Group, and an end-of-year event where students participate in grade level "field days" to build community. FF supports students to take advantage of the many student groups, including restorative justice peer leaders, Asian Pacific Islander Club, and yearbook, as well as the sports. MMS has a co-ed flag football team and after school programs. Of added benefit to the FF program, MMS places importance on supporting students in taking on responsibilities, advocating for themselves and peers, as well as holding themselves accountable. The school prides itself on educating the whole student, academically and socially.

Life Academy provides an intimate learning environment that fosters a strong sense of community and mentorship. Established in 2001, they serve students of diverse backgrounds in grades 6 through 12. Life Academy provides its students with a rigorous academic experience focused on Health and BioScience. They aim to prepare students to become future health professionals and are committed to providing authentic education experiences through project-based learning, field trips, support finding employment opportunities, and extensive internship programs focused on health and science. They provide students with opportunities to demonstrate their learning publicly through "Defenses", a high stakes presentation that illustrates a students' readiness to progress to the next grade level. Students engage in these Defenses in the 8th grade, as a passage point into high school, again in 10th grade as the midpoint of high school and finally, at the end of the 12th grade as a demonstration of their college and career readiness.

**Area(s) of Work, Collaborate and Coach:**

FF proposes to provide intensive outpatient services at Life Academy, Skyline High Schools, and Montera Middle School, TBS services wherever needed in OUSD, and itinerant counseling services across the district. In addition, we propose to offer family support services as part of our intensive outpatient services at these school sites. Professional development/training for school staff is incorporated into the intensive outpatient and itinerant counseling programs.

In the context of existing collaboration with school sites and the district, FF has and will continue to implement several evidence-based and evidence-informed practices: trauma-informed care including culturally responsive approaches; youth-specific teamwork using Child and Family Team/Wraparound principles; and support of Positive Behavioral Intervention Support model. Proposed strategies replicate our existing strategies of forming partnerships at all levels – therapist/student, therapist/teacher, supervisor/school managers, program director/administrator, and senior director/district leadership. FF engages in teamwork at the family, school, community, and systems levels, in order to coordinate care and achieve services outcomes.

Fundamental Structures for Effective Collaborations:

With staff already deeply embedded in the school culture of the 3 proposed sites, FF considers itself an existing member of each school's team, working to help all students succeed and thrive. Our school-based programs adapt to meet students' needs by responding to the requests of the greater educational community (e.g., administrators, teachers, families). Our staff have also offer support, consultation, training, and professional development to teachers and administrators with the goal of helping to build a supportive school community. Forming these partnerships to provide milieu support, consistent classroom structure, coordinated interventions and collaborative responses is essential to the success of providing mental health services in the school setting.

All FF programs are delivered collaboratively with outreach, referrals, planning, service delivery, and transition coordination occurring in partnership with school stakeholders. In our decades of partnership with multiple OUSD middle and high schools, FF staff have developed effective collaborations with school staff and administration with the goal of supporting positive school climate and culture, schoolwide policies, and the social and emotional well-being of students. We believe our multi-level approach to maintaining collaborations and being involved in a variety of school activities has been fundamental to sustaining stable teams at the schools we serve.

Classroom-Level Collaboration: The first level of the structure we have used to facilitate effective collaboration is FF staff participation in daily check-in's as well as weekly meetings with school staff, including teachers, instructional aides, and administrators as needed, to integrate and coordinate services designed to increase student success. Regular meeting schedules are established at the start of each school year to create a classroom atmosphere, including a behavioral management system, that promotes productive collaborations between all members of the classroom team. Regularly scheduled meetings typically include site support, weekly classroom team, monthly all staff, IEP, or any other site-specific support meeting; these create a foundation which ensures a successful, positive collaboration supported by positive, effective communication between all stakeholders. Weekly site meetings with the classroom team are particularly essential, as are regular meetings that include school administration. As needed, FF staff also offer support and consultation to general education teachers. Our expectation is that staff participate in these meetings with a focus on collaborating and partnering with all involved to support students and their IEP and mental health goals. These regular meetings build a classroom team that supports a student's educational and mental health needs. Such collaboration is a crucial component of aligning treatment plans and interventions with IEP goals. We encourage that families be involved in the school environment in ways that make sense to them and help support their inclusion and successes.

Program/School-Level Collaboration: As noted in the previous section, each school site is characterized by its specific culture and philosophy which influences its general atmosphere and preferred practices and processes, as well as the other activities and programs available to students at the site. FF staff participate in school-wide or classroom-specific community building activities to support and learn about each school's culture. FF's PD and the School Administrator(s) meet regularly to ensure we have a complete understanding of the school's

culture. When a school's Administration changes, we engage in additional relationship-building to understand and adjust to the nuances those transitions bring. The meetings provide an avenue for communication to review referrals, caseloads, and specific concerns and needs in a timely manner; to clarify roles and expectations; to establish preferred ways to communicate; and to review and agree to plans for crisis prevention or intervention at the school-wide or individual student level. Particularly with challenging situations regarding students or staff, or when communications become complicated, such oversight meetings are used to review implementation issues, provide clinical case review as needed, and proactively collaborate about what is going well in the program, challenges, trends reflected in behavioral incident reports or other data we collect, and ideas for program improvements. Oversight meetings have fostered collaboration and helped us to meet expectations. These conversations can be prompted or supplemented by written reports as requested by school staff and are crucial for maintaining or restoring collaboration if miscommunications occasionally occur at other levels.

FF participates (as applicable at each site) in the school's Special Education team meetings, IEP meetings, expulsion meetings or teacher/principal conferences; builds relationships with General Education teachers as well as elective teachers to support students within those classroom environments and collaborates with school site administration to assess risks and plan around crisis. Students who get direct support learn to manage or overcome their disabilities and contribute positively to the school community; school communities who are well informed about student and family needs can more effectively support all students.

In addition, the FF team collaborates with all school staff and administration to support school-wide improvement efforts and comply with school policies. In our 20+ years of partnership with OUSD, our staff have supported activities promoting positive school climate and culture, schoolwide policies, and the social and emotional well-being of students. Activities we have supported include Restorative Justice, climate/culture change initiatives such as the Positive Behavioral Intervention Support implementation, mentoring programs, and student employment development programs. We strive to be a part of each school's unique environment, contributing to the growth and increased potential of every student. FF expects to comply with each school's established risk assessment and crisis response protocols. Our existing agency protocols, which can serve as an additional resource, describe potential responses, including private check-ins, safety planning, involving the family, etc.

System-Level Collaborations: FF brings expertise to areas of collaboration and coordination of care – establishing partnership with county agencies, community-based organizations, school staff, and family members to effectively support youth. To support families and students, we may provide referrals and linkages to outside services as needed, such as TBS or Katie A resources, and work collaboratively with these service providers. To maintain familiarity with resources outside of the school setting, FF relies on its strong partnership with Alameda County Behavioral Health and participates in monthly providers' meetings with district and other providers to discuss cases and manage referrals. We are a member of the Behavioral Health Collaborative of Alameda County and regularly attend the Child and Young Adult System of Care (CYASOC) meeting as well as the Alameda County School-Based Behavioral Health Providers' Meeting, both of which give us opportunities to build relationships and to collaborate with other agencies. FF has experience working with school-based wellness centers, and as noted above, operates one in collaboration with OUSD's Bret Harte MS. Finally, we have had success making ourselves available to participate in efforts to educate schools, teachers, counselors, parents, and youth on the program and/or mental issues via school newsletters, back to school communication, health fairs, etc.

Evidence-Based Practices:

Against the background structure of collaboration described above, FF implements key evidence-based practices. One core practice is **Trauma-Informed Services**. FF has a history of providing trauma-informed and culturally/linguistically responsive services; every intervention or interaction centers on "what happened to you?" and how can we facilitate healing (as opposed to focusing on pathology by asking the question "What is wrong with you?"). Our evidence-informed model for delivering trauma-informed, culturally responsive services is the framework of **Attachment, Self-Regulation, Competency (ARC)**, which we adopted because it has the flexibility to meet our wide array of participant therapeutic needs with consideration for developmental

appropriateness, cultural factors, service setting, and individual/family preferences and priorities. ARC is a strengths-based model that emphasizes the importance of building or rebuilding safe relational systems and promoting resiliency. A core components framework, ARC identifies 10 “building blocks,” or key treatment targets, within the three core domains: attachment (building safe relationships); self-regulation (supporting youth capacity to regulate physiological and emotional experience); and competency (supporting the capacities that facilitate resilient youth development). A more recently added domain, Trauma Experience Integration, integrates skills identified in the other nine key targets, with an emphasis on supporting a participant’s capacity to engage purposefully in the present, rather than continuing to have current actions automatically guided by past experience. ARC was developed as a “flexible framework,” so rather than providing a manualized protocol, ARC identifies core concepts of intervention which can translate across service settings; breaks each of these core concepts down into key skills and targets; and provides examples of approaches to intervention in these areas for a range of providers, including therapists, educators, primary caregivers, residential workers, and others. Using the ARC framework, staff help students recognize their range of feelings, where they come from, and ways to cope with and regulate them. ARC also provides a model for helping youth explore who they are as they develop their identity and competency in communication and other life skills. Most importantly, the framework is a foundation for collaboration in each classroom – it is readily comprehensible for educators and others who are part of an individual youth’s caregiving system and can positively impact each student.

Building/Sustaining Youth-Specific Teams: As a provider of the evidence-based **Wraparound model** of services, we understand the importance of youth-specific teamwork, engaging any support person or network the youth, caregiver, and/or family are interested in including into a collaborative team (typically labeled a “Child and Family Team”). In many cases, members of the IEP team may be part of the Child and Family Team. Youth, particularly those with significant symptoms and/or life stressors and/or who are rooted in cultures that value community connections, are best served when no single individual, agency, or service provider works independently. Our approach begins with building supportive and respectful relationships and effective engagement with the student and their family support system. The Wraparound model demonstrates that collaboration between a student’s school and family is key to their success and can be essential in identifying or creating positive reasons for students to change their behavior. We employ Wraparound principles to integrate family networks and other community supports as part of our comprehensive approach to meet youth and families “where they are” and to promote long-term successful change.

An additional evidence-based practice that FF supports is the three tier **Positive Behavioral Intervention Support (PBIS) framework**. We actively engage with Tier One interventions (which are whole school focused) to support school safety, build positive school community, and empower Special Education students to integrate into the larger school community by participating in school-wide incentives. We implement Tier Two interventions (which focus on the group of students in these classrooms) to help our students decrease the frequency and number of behavioral incidents and increase occurrences of positive pro-social behavior in their classrooms, and Tier Three interventions (which are individually focused) to help students increase their social emotional learning and meet their behavioral goals. We attempt to replicate the larger school culture within each classroom to increase our students’ ability to succeed in the smaller setting and transfer those skills to the larger settings in their lives thereby creating future successes for each youth.

Family/Caregiver Engagement: Engagement of families or other core caregivers is a key aspect of our school-based services; we recognize that family connections transcend any educational or therapeutic relationships that a child may have. It is our experience and our belief that the most effective work with youth and families is based upon a genuine partnership between staff, students, and families, and the youth’s prognosis is greatly improved when their family is involved. Parent/caregiver involvement is correlated with positive outcomes, and sometimes challenging, so staff work hard to build trust and rapport to best support the whole family and educate them on their child’s developmental stage. Collaboration between a student’s school and family is key to their success and can be essential in identifying or creating positive reasons for students to change their behavior. To this end, we propose employing a Care Facilitator with lived experience parenting a youth with special needs, to partner with each family and engage them in the delivery of services. This may include helping parents, caregivers, or

other family members to get support with challenges that interfere with their ability to address their child's needs. Therapists and the Care Facilitator may meet the family at home as well as at school depending on the student and family's preferences, their engagement in services, and the IEP goals. Interventions range from weekly family counseling to monthly phone contacts, crisis support, school engagement and support, and referrals to additional resources. Staff respects where the family is in their life and provides culturally sensitive services, which acknowledge and accommodate the barriers for families with school engagement. When it comes to the goal of building a parent/caregiver's capacity to support their student, a powerful intervention is providing information and our therapists routinely provide psychoeducation on topics like anxiety and depression to help youth and their family/caregivers understand mental health signs and symptoms and parenting strategies. Often staff can share and teach families about what works with their child in the classroom, so progress can carry over from home to school and vice versa.

Engaging families also involves establishing a school-wide presence to develop the school's familiarity with FF staff and the program. Attending school events or hosting educational events is an additional strategy for initial and ongoing outreach to families, which often increases the school community's awareness of mental health conditions and successful treatment strategies. Educational efforts directed at teachers, counselors, parents, and youth have included school newsletters, back to school communication, and delivering parent workshops or drop-in support groups on mental health or parenting topics (e.g., how to support your child, self-care for families); these have helped to reduce stigma. We are a presence at community events such as health fairs and workshops and food deliveries to families during COVID. FF therapists have experience working with school administration to develop and disseminate age-appropriate communications to the school-wide community, sometimes in connection with educational events for families. Most recently, we have collaborated with schools on tailoring communications for anti-bullying week, suicide prevention month, and mental health awareness month; additional topics could be developed based on the school's needs. We have also supported schools with our presence/availability during annual suicide prevention presentations and have provided critical incident debriefing and emotional support for staff and students. For purposes of engagement and community trust-building, FF staff plan to continue to work closely with school staff who interact extensively with parents and who sometimes request our support on educating parents/families. We will also be available to support the School Site Council and/or PTA if needed.

## **Methodology, Training and Interventions:**

### **Classroom-based Services:**

FF addresses student needs by partnering with school staff to create classrooms with structured environments, behavioral systems to provide consistent caregiver responses, and a wide variety of psychosocial supports. Staff use crisis communication and de-escalation skills to address aggressive or self-injurious behaviors, and safety planning to assist early intervention at the risk of harm to self or others. We incorporate trauma informed treatment, including the impact of cultural or historical trauma, into our interventions. To address environmental stressors, staff may refer students and families to other resources within the school or in the community. While we provide experienced and skilled clinicians to address a wide variety of need, linkages may be identified to further support youth and families, for example, for transition aged youth, foster youth, CSEC (Commercially Sexually Exploited) or LGBTQ (Lesbian, Gay, Bisexual, Trans, Queer/Questioning.) FF Intensive Outpatient services will be individually tailored to each student's needs and aligned with their IEP, including during the extended school year as determined by the students' IEPs. Services will include individual, classroom, and family support, mental health services, case management, other direct supports, and activities to build and maintain positive school culture. Our program uses a comprehensive approach to help equip families with strategies that address multiple life domains to improve the student's functioning in school and beyond.

FF Therapists are involved in assessing a student's needs, planning services alongside the classroom team, and delivering a wide variety of individualized interventions in alignment with their IEP. Services often begin before the school day starts when a FF staff greets students as they arrive and continue throughout the day including milieu support during lessons, classroom respite during recess or breaks, and drop-in check-in times in the Therapist's office so they can assist students with remaining in class. Services are available every school day during school hours; family contacts may occur after hours. To ensure accessibility, family services are made available in the school, home, community, or via telehealth. If students change schools, we offer continued support at the Temporary Alternative Placement (TAP) meeting for individual therapy and case management.

Working alongside teaching staff, FF staff provide milieu support and interventions designed to assist the student in focusing on educational tasks, lessening classroom-related anxiety, getting organized to decrease frustrations, and general integration into the environment. In keeping with the ARC model, therapists provide education to students in understanding self and others, including navigating peer relationships and using effective social skills. Groups teach coping strategies, communication skills, problem-solving, decision-making and conflict resolution.

Services include:

- Initial **outreach and engagement** to families to explain services, obtain consent, and establish a respectful relationship. The Care Facilitator can be a bridge between home and school, helping parents to improve student attendance, and to offer support during the IEP process or other interactions with school administrators and teachers. The Care Facilitator can help parents process stigma, manage isolation, be more engaged in their child's educational process, and feel successful as a parent. Family coaching and support by the Care Facilitator for accessing various community systems helps the family build a network of social supports when needed.
- Culturally sensitive **family counseling** services based on the family's engagement, ranging from weekly counseling to monthly phone contacts, crisis support, school engagement support, referrals, and resources. Engagement strategies aim to improve school attendance, thus enabling the student to benefit from the IEP-driven education plan and associated mental health services.
- Comprehensive initial and ongoing bio-psycho-social **assessment** involving students/families as well as school staff to identify needs and strengths. When students start the program, they spend the first 30 days in the classroom as the teacher assesses academic ability and the therapist assesses social-emotional areas to inform the IEP. Based on this assessment, a student-centered treatment plan to address social-emotional needs (updated annually or as needed), is developed and students integrate into a combination of general and special education classes.
- **Behavioral support** within classrooms and school environment. Staff provide positive behavior support and implementation of behavioral management systems. Behavior modification can involve strategies such as positive reinforcement with incentives to help students learn less disruptive, more socially acceptable

behaviors. Staff offers direct support to teaching staff with implementation of positive behavior supports and behavioral management systems, coordinated through frequent, regular team meetings. We collaborate with teaching staff to create a supportive milieu in which youth are encouraged to support one another and recognized for beneficial actions for their classroom community as well as the broader school community. Written contracts and charts between the clinician, teacher and student can be used short-term to assist in meeting goals for increasing positive behaviors by providing positive reinforcement.

- **Trauma-informed milieu support:** We develop the classroom milieu using the foundational framework of the ARC model. Therapists collaborate with the classroom team, providing coaching when needed about the building blocks (affect management; attunement; consistent response; routine and ritual) of the model. These concepts are included in the implementation of a behavioral system that is meant to support the management of the classroom by helping shape and encourage positive behaviors in that setting. We also use milieu interventions helping clients learn accountability and responsibility for their behavior, using behavioral contracts, point systems, rewards, and natural consequences.
- **Individual therapy** at least once a week for each student. Therapy provides an individualized opportunity for students to express their thoughts and feelings in a one-to-one relationship that is direct, active, personal, and focused on increasing the individual student's self-understanding, resilience, strengths, skills, pro-social behaviors, symptom management, and recovery. The focus is on developmentally appropriate therapeutic interventions and activities that promote school functioning.
- Group check-in's in the morning and the afternoon, which assist students to set daily goals and to self-regulate with one another's support. **Group therapy**, at a frequency depending on need and attendance, is facilitated by the Therapist to help youth develop social functioning, conflict resolution, social skills, anger and aggression replacement and management skills, and to build community by using the group process to provide peer interaction and feedback in developing problem-solving strategies, and to assist one another in resolving behavioral and emotional problems. Groups help students identify feelings, examine thinking patterns, and to work independently and as a team. All staff reward positive behaviors and encourage relationship building and increase adaptive behaviors through a variety of interventions that may include redirection, modeling, role playing, and encouraging positive interactions. Activities can include expressive arts such as drawing, building, recreation, drama, and music therapy and physical education activity/team sports to emphasize positive communication and build positive relationships.
- **Medication Support/Psychoeducation:** Students needing psychiatric medication support will have access to FF's Psychiatric Nurse Practitioner, who meets with students at the school site and coordinates closely with FF staff and families. Students may also be referred to an outside psychiatric provider in collaboration with OUSD, ACBH's ACCESS (Acute Crisis Care and Evaluation for System-wide Services) and/or their primary health care provider depending on what is medically vs educationally necessary. For many families, it is still very stigmatizing to utilize psychiatric medication, so FF staff provide ongoing culturally sensitive psychoeducation for families on this topic.
- **Participation in IEP process** to assess, provide therapeutic baselines, plan services, develop and provide supports for students to transition into more general education classes or to graduate. Staff report on students' progress on social emotional baselines and on goals and update plans as needed.
- Developmentally appropriate support with **daily living skills**, especially social skills and tools for general education classes; Counselors may accompany students to general education classes. In high schools, daily living skills coaching also includes vocational skills (in collaboration with school's workability staff or career counselors), organizational skills, obtaining California ID, and learning to budget. For students approaching graduation, we offer transition planning, including support researching colleges or vocational schools, school tours, job application assistance, and career center connections for financial aid.
- **Case management and linkage to resources** within the school and broader community.
- **Crisis prevention**, through safety planning and development of student self-regulation, problem-solving, and conflict resolution skills, as well as recognition and avoidance of triggers. Early crisis intervention through de-escalation and implementation of safety plans.
- **Crisis Intervention:** As part of the initial assessment, the Therapist completes a risk assessment. If indicated, a safety plan is developed and implemented to help mitigate any risk of harm to self or others. The

Therapist is responsible for continually assessing and monitoring the client and family for a change in their risk factors so that safety plans and interventions are relevant for changing situations. Additionally, the Therapist communicates the safety plan to be used by the administration team at the school site for all students who present with risk factors and behaviors that could impact the larger school community. The Therapist will work individually with each school's administration and with specific teachers so that they have an understanding of the symptoms, past traumas, and current challenges for each student. This helps school staff feel supported and gives them familiarity and a method to contact the Therapist when needed for collaboration or assistance. FF staff are trained and practiced in de-escalating clients using non-physical interventions and verbal counseling techniques aimed at containing the crisis situation for all involved. For example, Therapists will: make eye contact with students to ground them and reinforce their presence; verbally attempt to redirect them; stay close to them in proximity; encourage and accompany student to a different environment to "take space;" support the student in working through and resolving the situation that just occurred. FF makes every attempt to avoid involving law enforcement in these situations.

**Itinerant Outpatient Services:** Itinerant services by Therapists include the above services of individual therapy, family counseling, behavioral support, IEP participation, teacher/staff consultation, crisis prevention/intervention, and teacher professional development, delivered across several schools rather in a specific classroom.

**TBS Services:** Youth with recent psychiatric hospitalizations or at risk for a higher level of placement qualify for TBS services from a TBS Therapist who will deliver services for 6-12 months directed at the 1-2 risk-producing behaviors. TBS are based on the needs identified in the functional analysis assessment and the resulting plan. These services are delivered primarily in the home, school or community and involve working with the individual client and their family/caregiver to sustain behavioral changes. Clinicians work with youth, family and school to create a specific behavioral treatment plan for TBS, including goals, objectives, and targeted interventions. Services may include: using skills-based interventions to improve mental health symptoms and/or decrease problematic behaviors, teaching coping skills to improve self-care and self-regulation, and identifying and developing positive replacement behaviors. Staff help teach the caregiver (including teachers and mental health providers in the classroom if relevant) and student a range of techniques that tap into sensory integration and self-regulation skills. For students with sensory integration difficulties (often associated with autism), TBS clinicians personalize self-soothing toolkits for youth that include soft material, fidgets, putty, kinetic sand, stress balls, or other sensory soothing items for emotional regulation/calming the nervous system for these students to practice on a regular basis. Services are available after school hours when behavioral interventions are needed in other settings, such as the family home. Because of FF's existing contract for TBS services, we can offer TBS services year-round to those who qualify, so behavioral gains can continue during school breaks.

**Evidence-Based Methods and Interventions:** FF staff provides innovative, culturally congruent, and evidence-based services to support youth and families to reach their goals. We know firsthand the importance of being an active, reflective listener, and our staff use the evidence-based practice of **Motivational Interviewing** to engage youth in their process of change. Our staff train in and use Motivational Interviewing to provide a non-judgmental, attuned interaction that promotes self-initiated change and taking steps toward safe and healthy lives.

Adolescents often think in polarities or have black and white viewpoints, and our Therapists may use elements of **Cognitive Behavioral Therapy (CBT)** to help challenge distorted thinking and develop positive coping skills. We have recent experience running Trauma-Focused CBT groups in schools, sometimes in collaboration with County behavioral health staff. We are particularly mindful of emerging issues of sexual and racial/ethnic identity, as many middle and high schoolers are in the process of forming those aspects of their identity. Select FF therapists are also trained in **Eye Movement Desensitization and Reprocessing (EMDR)**, another evidence-based practice (see [this link](#) for research support for both practices) to address the symptoms of trauma. In addition, to engage youth and improve mental health, we use approaches not based on traditional "talk therapy," including art and drama therapy, mindfulness, sand tray and play therapy, and somatic interventions.

To distinguish between symptoms and behaviors that are mental health conditions vs related to an I/DD, we use our extensive experience delivering evidence-based behavioral interventions through our TBS program and our programs for youth with co-occurring mental health and I/DD conditions, who employ Board Certified Behavioral

Analysts (BCBAs). Staff in the proposed program for OUSD regularly participate in trainings with or delivered by our TBS or BCBA staff, thereby developing expertise in distinguishing the nature of symptoms and developing suitable mental or behavioral health interventions. When there is indication of multiple diagnoses or behavioral difficulties warranting TBS services, the Milieu Supervisor or a TBS Clinician are trained to provide **Functional Behavior Analysis (FBA)**, to aid in the process of identifying specific target behaviors, the purpose of the behavior, and what factors maintain the behaviors that are interfering with the student's education process; this behavioral assessment, in addition to clarifying diagnoses, may also further inform the development or modification of the school's behavior intervention plan for the IEP. (See Attachment 5 for an example of behavioral assessment charts). The FBA is informed by traditional assessment strategies and by data gathered in direct observation of youth. Functional analysis assessment identifies problem behaviors, likely times of occurrence, antecedents, secondary gains, and the young person's skills sets which might provide a foundation for both change and measurement of change. The functional analysis assessment includes baseline data for the frequency, intensity, and duration (FIDs) of each target behavior and of potential replacement behaviors. These baseline FIDs form the basis of the behavioral treatment plan and of the evaluation of measurable objectives of behavioral change. Functional analyses of behaviors help therapists understand the underlying needs youth may be attempting to get met to identify and teach healthy replacement behaviors, thereby decreasing maladaptive behaviors. Typically, to ensure effectiveness, the resulting plans focus on 1-2 behaviors at a time and include an intensive intervention schedule, with an emphasis on addressing parent/caregiver education and involvement.

For those with I/DD and qualifying for TBS, TBS clinicians bring to bear training in **Applied Behavioral Analysis (ABA)** which is the process of applying behavioral principles to change specific behaviors and simultaneously evaluating the effectiveness of the intervention. ABA emphasizes both prevention and remediation of problem behavior. ABA gives significant attention to the social and physical environment, including the antecedent conditions and consequences that elicit and maintain behavior. Numerous empirical studies have documented the effectiveness of ABA with individuals with intellectual disabilities and Autism Spectrum Disorders (ASD).

Addressing Trauma: Consistent with the ARC framework, staff focus on nurturing healthy and secure attachments and build coping strategies within the family and within the school. We teach and model ways to self-regulate emotions to help with the management of behaviors that make success at school and family difficult. Therapists may use elements of **Dialectical Behavioral Therapy (DBT)** to support youth to learn emotional self-regulation. All our interactions and interventions are strengths-based and client-centered, to build competencies for the client and their families. Youth and their families need to feel respected, informed about their treatment, connected to positive supports, and hopeful about their futures. It is also healing for them to understand the impact that trauma, including historical or racial trauma or the trauma associated with immigration experiences, has had, and how this may manifest in their daily lives and impact their emotional health, including symptoms of depression, anxiety, and substance use. Every intervention or interaction centers on "what happened to you?" and how we can facilitate healing, as opposed to focusing on pathology, asking "What is wrong with you?" As noted above, select therapists are trained in TF-CBT and EMDR, evidence-based practices for treating trauma.

Staff professional development and training plans:

For FF school-based staff, initial and annual training is specific to school-based services and addresses topics such as cultural responsiveness, working with diverse populations, engaging families, risk assessment, Motivational Interviewing, FERPA/HIPAA/Privacy, trauma-informed care including the ARC model, and staff and client safety. It is crucial that direct care staff in school programs have an extensive understanding of the school population, as well as the system challenges and stress points. These "fundamental trainings" reinforce or expand on initial trainings and include topics such as self-care, vicarious traumatization, effective collaboration, and creative therapeutic interventions such as behavior management, art therapy, sand tray techniques, restorative practices, and sexual orientation gender identity and expression (SOGIE). As part of the school-based program's portion of the agency's Racial Equity Initiative launched in 2017, FF staff participate in affinity-based and cross-cultural group meetings monthly, to deeply explore how race has impacted all staff and the work they do at school sites and with youth and families. Lastly, staff have access to the extensive offerings of the FF Training Department, through which they obtain ongoing professional development, Continuing Education Units (CEUs) to maintain licensure, and advanced training in the evidence-based practices of EMDR and CBT.

TBS staff additionally receive ongoing training to provide specific individualized interventions to apply to each client that meet all their mental health and cognitive needs, including those with I/DD. TBS clinicians receive specific training on the delivery of behavioral interventions across the spectrum of ages we serve from early childhood to adolescence and young adulthood. The trainings target the symptoms clients are most often referred for: self-harm, suicide attempts, verbal and physical aggression, disruptive behaviors in the classroom, defiance, property destruction, school avoidance and inattention. During the onboarding process, TBS clinicians receive training on shaping behaviors utilizing reinforcement; communication skills for resolving conflicts; mindfulness; de-escalation and other calming strategies and other techniques in providing behaviorally oriented trauma informed care. We teach staff 1-2-3 Magic, and Zones of Regulation by Leah Kuypers to support clients with developing awareness of feelings and creating a tool kit of self-soothing replacement behaviors.

Professional Development for the School Community: Our school-based programs promote teamwork by **responding to the requests of the greater educational community** (e.g., administrators, teachers, families). FF staff have offered supports, consultation, training, and professional development to teachers and administrators with the goal of helping to build a supportive school community. In the 2021-22 year, at just one school site, FF staff provided 122 hours of support to teachers regarding specific students. Our therapists, Milieu Supervisor, and/or the Program Director offer training on topics relevant for school staff. Recent examples of school-wide trainings include assessment, signs and symptoms of mental health issues (drawing from the Mental Health First Aid model), LGTBQ awareness and inclusive school climates, and healthy boundaries (aka “Navigating Sticky Situations”). Educational offerings for school staff are also part of our partnership, including one on adolescent development, to help teachers distinguish what might be a learning difference versus a mental health treatment need versus normal development or an individual situation. Teachers often appreciate guidance we offer on what accommodations might best work for a particular student’s emotional and behavioral needs. We have offered multiple trainings regarding trauma, including a 2-part series on Vicarious Trauma, Trauma Exposed Response, Trauma Informed Systems, Trauma Stewardship, Sensory Grounding techniques, and Useful Emotional Regulation Skills for Adults; these trainings on how trauma impacts students incorporate the ARC model to develop a common language to promote classroom collaboration and consistency of response to student trauma. Staff have and will offer training on de-escalation strategies and implementation of behavioral management strategies. Consistent with the ARC model which addresses caregivers’ own capacities, we also **support teacher/staff well-being**. For example, we offered teachers/staff a series on vicarious trauma, a training on “Cultivating Joy,” another called, “Take Control of Your Life: The Concept of Agency and Its Four Helpers,” and self-care get-togethers using art and narrative therapy techniques.

To build inclusive and supportive campuses starts with the trainings referenced above, along with ongoing supports for integrating students across general and special education, carrying behavior management across settings. Students supported to maximize time in general education have the best chance to form diverse friendships and thrive academically. To better enable school staff across school sites to maximally include students with disabilities, we propose the following professional development experiences: **Integration of trauma informed practices** to identify ways to motivate students challenged by disability or trauma; **Creating a culture of inclusion on Campus:** Focusing on students with emotional-behavioral disabilities and utilizing ARC as a tool/building block/conceptual framework; **Strategies for full inclusion on campus:** What it means to create a campus that is welcoming and safe for all, taking into account the different ways in which we learn, work, and socialize; **Reflecting on how language is used:** How we refer to students with emotional behavioral disability can be limiting. One way to change detrimental attitudes or stigma is to use more inclusive language that dignifies people’s images, behaviors, and expectations; **How to build faculty capacity.** School staff may benefit from an understanding of inclusive pedagogy, so it is important to talk about bias and raise awareness about the need to support and better understand the needs of students with emotional behavioral disabilities. Faculty are likely to adopt inclusive teaching methods and materials if they are more knowledgeable about students with emotional-behavioral disabilities; **Encourage responsibility and accountability.** Leaders at all levels should be engaged in leading, messaging, and measuring improvements in inclusion. All staff should clearly see their own role in, and contribution to, inclusiveness. On-the-ground action among faculty, staff, and students needs to happen in tandem with support at the levels to embrace disability-diversity.

**Annual Cost to The District:**

**Budget Narrative:**

Staffing for the scope of work will comprise of:

**Direct Care:**

The three school sites will have the following staff with duties as described in staffing section above:

- Skyline- 2 full-time MHT (Mental Health Therapists), and 2 full-time MHA (Mental Health Aides)
- Life Academy- 1 full-time MHT (bi-lingual), and 1 full-time MHA
- Montera- 1 MHT and 2 full-time MHA.
- Itinerant Outpatient Counseling Services- 1 licensed and 2 MA level license-track Therapists
- TBS- 1 full-time MHT.
- Care Facilitator- at .6 FTE/.2per site will engage and support students and families across all three school sites.
- Psychiatric Nurse Practitioner- .04 FTE will provide medication support under the supervision of a consulting Psychiatrist across all three school sites.

**Administrative Staff:**

- Senior Director- .3 FTE.
- Program Director- .25 FTE
- Milieu Supervisors- 2 full-time
- Program Specialist- .5 FTE
- Director of Quality Assurance and Data Analyst- .15 FTE will ensure documentation accuracy, collection of necessary data, and data tracking/reports in compliance with OUSD requirements.

**Benefits:**

Benefits are calculated at 33% of salaries for FICA, unemployment, retirement, and health/dental/vision insurance.

**Operating Expenses:**

Operating expenses are a composite of direct and indirect expenses that will be incurred in providing these services in the schools and community.

- Professional Liability Insurance- @\$14.67/FTE/year
- Client Support Care- @ \$1100 per school site. The monies will support emergency client needs.
- Office Expenses and supplies- @\$900/year stationeries (file folders, printer paper, toner, staples, etc.) and any replacement tablet needed for the classroom.
- Communication- includes on-going monthly charges for cell phone usage, desk phone and internet access.
- Transportation and Travel- Administrative/ supervisory staff is expected to travel between office and sites, and itinerant and TBS therapists will be moving across sites and community; budgeted mileage reimbursement at IRS rate for 10 miles per week.
- Membership dues- are \$50/year, allocated according to size of the program; dues enable program staff to benefit from membership in California and local organizations that foster best practices in delivering school-based mental health programs.
- Insurance- @ \$259 FTE/year for general liability and property insurance
- Taxes and Licenses- \$62/year cover percentage allocated for business licenses and taxes.
- Staff training- at \$1000 per staff, covers training that supports staff growth and development.
- Rent/Building Lease- allocated percentage based on 200 sq.ft/staff @\$3/sq.ft assigned for office and common spaces that administrative and itinerant staff utilize when on FF main campus.

OUSD-RFP #22-132PEC: Special Education Educationally-Related Mental and Behavioral Health Services

- Equipment Lease- allocated percentage for the utilization of copier/printer lease by administrative staff while on campus.
- Structure Maintenance- allocated percentage is calculated using the same formula based on square footage as applied in rent/building lease per the size of program for repairs and maintenance of buildings on our campus.
- Professional Services- Interpretation services are provided for non-English/non-Spanish speaking families. We are currently contracted with Language Link.
- Legal and Accounting- Payroll service costs, accounting, and the independent audit cost are allocated based on size of the program and are at \$573/FTE/year. This allocation is not included in the 15% indirect cost.
- Recruitment cost – includes cost of advertising vacant positions, incentives for hard-to fill positions and onboarding cost for necessary education license verification, criminal background and medical clearances.

**Administrative Costs:**

These expenses include indirect costs such as executive leadership, finance and billing, IT, Administration (including communication, data systems and medical records), and Human Resources and allocated 15% of the total budget for the program.

See Price Form for FY 2024, FY 2025, and FY 2026 located in Exhibit D

**Proof of Insurance:** See Attachment 6 for Proof of Insurance

**References:** See References located in Exhibit C

**Completed Exhibits:** See Exhibits A-K on the following pages.

**Exhibit A**

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

  
\_\_\_\_\_  
**Signature**

Thomas N. Alexander  
\_\_\_\_\_  
**Print Name**

President & CEO  
\_\_\_\_\_  
**Title**

3/14/2023  
\_\_\_\_\_  
**Date**



**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes                      No -X

If yes, provide the name of the school district or school and briefly detail the dispute.

---

---

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes                      No -X

If yes, provide details including the name of the other party:

---

---

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes                      No -X

If yes, provide details:

---

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4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes                      No -X

If yes, provide details:

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**Exhibit C**

**Exhibit C: References**

Two (2) references required.

**Reference 1:**

Customer Name: Skyline High School  
Contact Name: Rebecca Huang  
Title: Interim Principal  
Address: 12250 Skyline Blvd, Oakland, CA 94619  
Phone Number: 510-482-7109  
Email: rebecca.huang@ousd.org  
Services Provided: FF has been providing intensive classroom-based mental health services since 2013.

**Reference 2:**

Customer Name: Life Academy  
Contact Name: Aryn Bowman  
Title: Co-Principal  
Address: 2101 35th Ave, Oakland, CA 94602  
Phone Number: 510-534-0282  
Email: aryn.bowman@ousd.org  
Services Provided: FF has been providing intensive classroom-based mental health services since 2013.

Exhibit D

**Exhibit D: Proposal Price Form FY24**

Service Description:	Annual Pricing:
<u>Life Academy</u>	<u>\$260,320</u>
<u>Skyline</u>	<u>\$496,301</u>
<u>Montera</u>	<u>\$373,363</u>
<u>Itinerant</u>	<u>\$444,283</u>
<u>TBS</u>	<u>\$159,151</u>
<u>Family Support</u>	<u>\$ 85,487</u>
<u> </u>	<u> </u>
Total Annual Amount of Proposal:	<u>\$1,818,905</u>
Additional Fees or Special Request Costs:	<u> </u>

Signature  \_\_\_\_\_

Print Name: Thomas N. Alexander

Title: President & CEO

Company Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Print Name: \_\_\_\_\_

Date: 03/14/2023

**Exhibit D: Proposal Price Form FY25**

Service Description:	Annual Pricing:
<u>Life Academy</u>	<u>\$275,939</u>
<u>Skyline</u>	<u>\$526,079</u>
<u>Montera</u>	<u>\$395,765</u>
<u>Itinerant</u>	<u>\$470,940</u>
<u>TBS</u>	<u>\$168,700</u>
<u>Family Support</u>	<u>\$ 90,616</u>
<u> </u>	<u> </u>
Total Annual Amount of Proposal:	<u>\$1,928,040</u>
Additional Fees or Special Request Costs:	<u> </u>

Signature  \_\_\_\_\_

Print Name: Thomas N. Alexander

Title: President & CEO

Company Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Print Name: \_\_\_\_\_

Date: 03/14/2023

**Exhibit D: Proposal Price Form FY26**

Service Description:	Annual Pricing:
<u>Life Academy</u>	<u>\$292,496</u>
<u>Skyline</u>	<u>\$557,643</u>
<u>Montera</u>	<u>\$419,511</u>
<u>Itinerant</u>	<u>\$499,197</u>
<u>TBS</u>	<u>\$178,822</u>
<u>Family Support</u>	<u>\$ 96,053</u>
<u> </u>	<u> </u>
Total Annual Amount of Proposal:	<u>\$2,043,722</u>
Additional Fees or Special Request Costs:	<u> </u>

Signature  \_\_\_\_\_

Print Name: Thomas N. Alexander

Title: President & CEO

Company Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Print Name: \_\_\_\_\_

Date: 03/14/2023

Exhibit E

**Exhibit E: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  \_\_\_\_\_

Date: 3/14/2023 \_\_\_\_\_

Exhibit F

**Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither Thomas N. Alexander, President & CEO nor Fred Finch Youth Center dba Fred Finch Youth & Family Services its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 14th day of March [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By   
(Signature)  
Thomas N. Alexander  
Typed or Printed Name  
President & CEO  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

Exhibit G

**Exhibit G: Workers Compensation Certificate**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

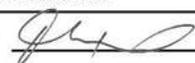
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services

By Thomas N. Alexander

Signature of Authorized Signor 

Title of Signor President & CEO

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**Exhibit H**

**Exhibit H: Fingerprinting Notice and Acknowledgement**

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as President & CEO *[insert "owner" or officer title]* of

Fred Finch Youth Center dba  
Fred Finch Youth & Family Services *[insert name of business entity]*, have read the

Fred Finch Youth Center dba  
Fred Finch Youth & Family Services *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/14/2023

Name: Thomas N. Alexander

Signature:  \_\_\_\_\_

Title: President & CEO

**Attachment A**

**ATTACHMENT A**

**Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

Attachment B

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Date of Entity's Contract with District: Award Pending

Scope of Entity's Contract with District: Special Education Educationally-Related Mental Health and Behavioral Health Services

I, Thomas N. Alexander [insert name], am the President & CEO [insert "owner" or officer title] for Fred Finch Youth Center [insert name of business entity] ("Entity"), which entered a contract on award pending, 20 23, with the District for Special Education Educationally-Related Mental Health and Behavioral Health Services

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 03-14, 20 23

Signature: [Handwritten Signature]

Typed Name: Thomas N. Alexander

Title: President & CEO

Entity: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Exhibit I

**Exhibit I: Non-Collusion Declaration**

I, Thomas N. Alexander, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3-14-2023

Name of Vendor: Fred Finch Youth Center dba Fred Finch Youth & Family Services

Printed Name of Authorized Company Representative: Thomas N. Alexander, President & CEO

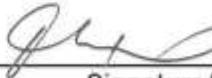
Signature of Authorized Company Representative:  \_\_\_\_\_

**Exhibit J**

**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

03-14-2023	 President & CEO	Thomas N. Alexander
<b>Date</b>	<b>Signature/Title</b>	<b>Type or Print Name</b>
Fred Finch Youth Center dba Fred Finch Youth & Family Services	3800 Coolidge Ave	Oakland, CA 94602
<b>Name of Company</b>	<b>Address</b>	<b>City and State</b>
510	482-2244	510-488-1960
<b>Area Code</b>	<b>Telephone #</b>	<b>Fax #</b>

94-0474080  
**\_\_\_\_\_**

Federal Tax ID Number

Exhibit K

**Exhibit K: Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. 22-132 PEC,  
Fred Finch Youth Center dba  
Fred Finch Youth & Family Services ("Bidder") requests the specific OUSD records or data  
listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

**Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Timothy Trickett-Robles (name of bidder's officer),  
Privacy Officer (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer :**

Thomas N. Alexander



**Date:** 03-14-2023

**Name of Proposer’s Signee**

President & CEO

**Title of Proposer’s Signee**

**Amendment No. 1**



**Amendment No. 1**

Posted *February 15, 2023*

**Request for Proposal (RFP) # 22-132PEC**

**SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND  
BEHAVIORAL HEALTH SERVICES**

**To: ALL BIDDERS**

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;  
all other information remains the same.**

1. See Page 12

Amended From:

**Provider to submit:**  
**(1) Hardcopy Proposal**  
**(1) USB - Electronic RFP version**

**Proposal shall be clearly marked: “Response to RFP No. 22-132PEC”**  
**Proposal shall be submitted to:**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Special Education Educationally-Mental & Behavioral Health Services**  
**Attention: PROCUREMENT DEPARTMENT**  
**900 High Street**

OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

Amended To:

Provider to submit:

(1) Hardcopy Proposal and (1) USB - Electronic RFP version  
OR

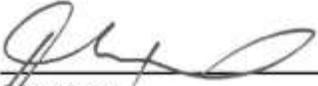
Via Email to [procurement@ousd.org](mailto:procurement@ousd.org)

Proposal delivered shall be clearly marked: "Response to RFP No. 22-132PEC"  
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT  
Special Education Educationally-Mental & Behavioral Health Services  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601

Sealed Proposal packages or Proposal via Email shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

**CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:**

  
\_\_\_\_\_  
Signature

03/14/2023  
\_\_\_\_\_  
Date

Thomas N .Alexander, President & CEO  
Print Name and Title

Fred Finch Youth Center dba Fred Finch Youth & Family Services  
Print Company Name

Sincerely,  
**Rosaura M. Altamirano**  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)  
Procurement Service Department  
900 High Street, Oakland, CA 94601  
(510) 879-2990 ph.

Attachment 1-Letters of Support



To Whom it May Concern,

I am a special education case manager and program lead for the Counseling Enriched Program here at Life Academy. I work directly with Fred Finch to provide therapy, counseling resources, and to develop care plans for those students with Individualized Education Plans with an Emotional Disturbance eligibility. Their services have been instrumental in the success of students here in the program. Staff regularly hold therapy sessions with individual students as well as group therapy while maintaining those relationships both inside and outside the classroom. My gratitude comes with the highest recommendation one can offer for the continued support and services provided by Fred Finch.

During the 2020-2021 school year, the CEC program was moved to Life Academy from another school by the district. In that transition, Fred Finch was able to provide resources to teachers regarding program details. The transition was smooth for both students and Life Academy staff, all of this during the Covid-19 Pandemic. Even throughout the challenges of being remote, students still felt supported and services were provided with fidelity. Students would regularly ask to speak to their therapists, therapists would make home visits, and the program was able to make care plans that were effective given the resource availability during that time. Both the school and our program were more than impressed with the way Fred Finch was able to be flexible despite the challenges we all faced that year.

Throughout their time with Life Academy, Fred Finch has proven to be an invaluable resource to the school community and to our students. Oftentimes, students bring the weight of their challenges to school, struggling throughout their time here to navigate those challenges while also maintaining focus on their schooling. Fred Finch staff have made it easier to facilitate this journey for them, pulling students aside for scheduled sessions or remaining flexible and being able to act in the moment to support our young people. So far this year alone, we have seen tremendous growth in our students both behaviorally and emotionally, their successes in the classrooms being made evident throughout. Students here are learning to understand their challenges, the tools at their disposal, and how to advocate for themselves. The staff have also gone above and beyond in their duties to help connect students to outside resources to assure students are given every opportunity to be successful, feel safe, and feel supported.

I highly recommend retaining Life Academy's partnership with Fred Finch. The type of support that they are giving our students is integral to our community and program, without which we would not be able to provide students with the services they need to be successful. In our district, oftentimes there are significant challenges to acquiring the proper resources for students and schools. This resource has proven invaluable and if gone, I believe the program would no longer support students in any meaningful way. Please take this recommendation into consideration and please feel free to contact me at (805) 708-2215 to discuss further.

Warm Regards,  
Michael Aponte  
CEC SDC Education Specialist  
Michael.Aponte@ousd.org

Letter of Recommendation

3/10/23

To whom it may concern,

I am writing this letter to recommend Fred Finch Youth and Family Services to stay as the providers to the Intensive Counseling Enriched Program at Skyline High School. I have had the privilege to work with members of Fred Finch since starting at this position five years ago. Michelle (Shelly) Heil, Fred Finch clinician, and I have worked together for five years. Tamisha Hughes, our paraprofessional, has also been with us the past five years and we have created a consistent community here at Skyline for our students.

Consistency is crucial for students, many of whom do not have much consistency in their lives outside of school. Ms. Shelly and other Fred Finch staff have created positive consistent relationships with our students. Our students expect them to be here and thrive off the consistent love and support they provide. Removing Fred Finch from the Intensive Counseling Enriched classroom would have detrimental effects to our current students who have formed positive relationships and have grown from the consistency in our program. Fred Finch has also shown to support students outside the classroom.

Ms. Shelly along with other Fred Finch employees have over the years has supported students outside of the classroom and school setting as well. She has gone above and beyond by visiting students at home, consistent outreach to truant students, and forming meaningful relationships with families.

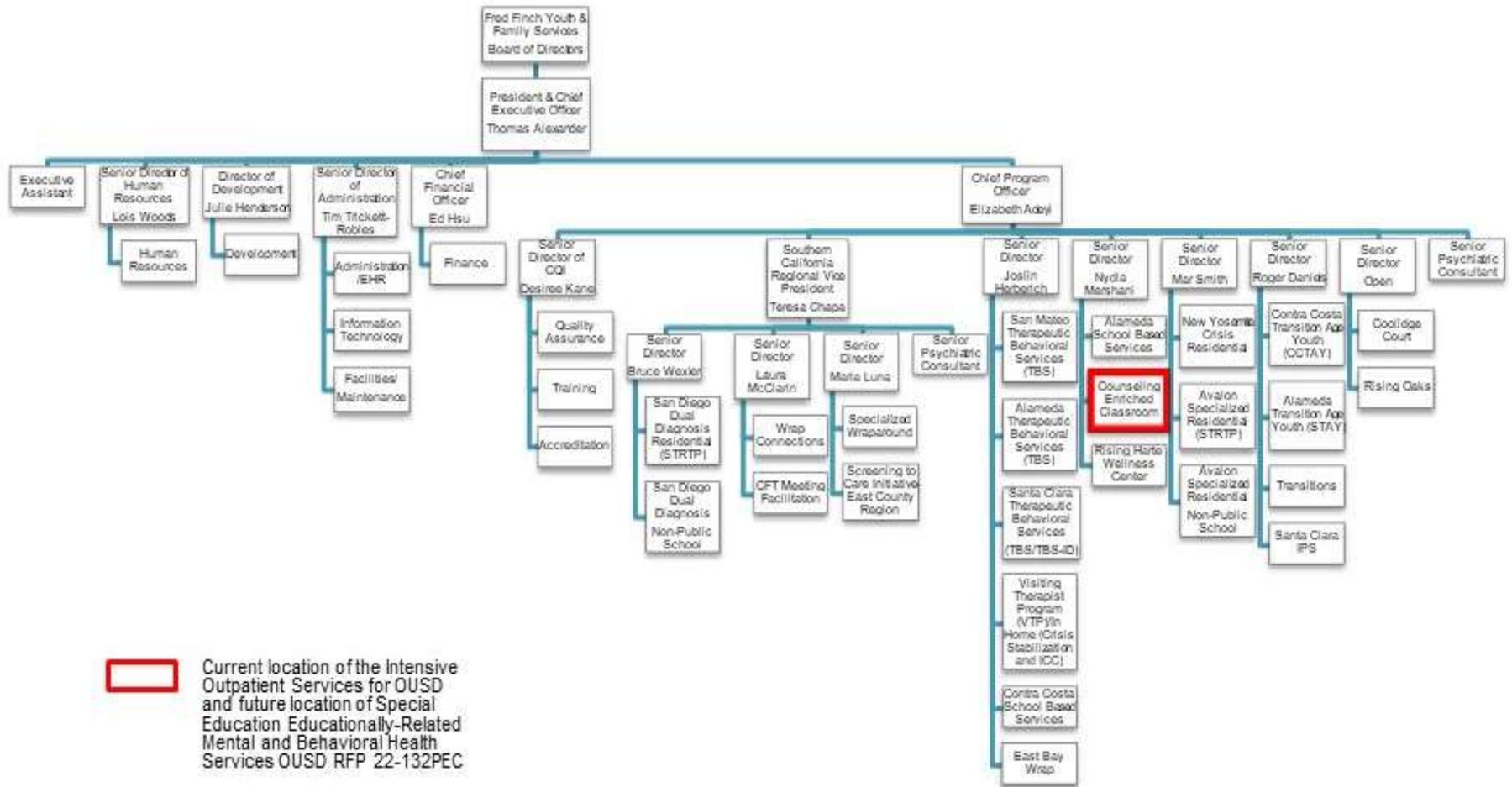
Thank you for your time and consideration, and I am hopeful the district makes the right decision to allow Fred Finch to stay at Skyline High School. As the Ed. Specialist in the Intensive Counseling Enriched program I believe this is the most beneficial decision for our students. Thank you.

Matt Donahue - Ed. Specialist Skyline HS

Phone: 978-364-0309

Email: matthew.donahue1@ousd.org

Attachment 2: Organizational and Program Chart

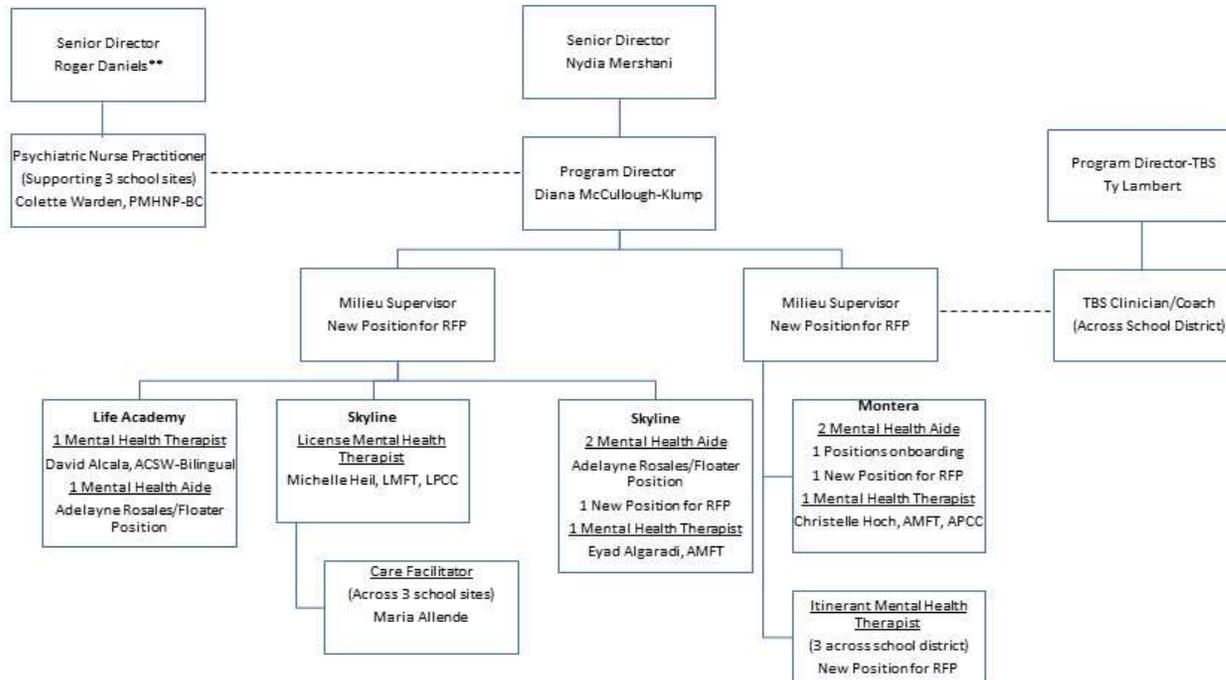


Current location of the Intensive Outpatient Services for OUSD and future location of Special Education Educationally-Related Mental and Behavioral Health Services OUSD RFP 22-132PEC

OUSD-RFP #22-132PEC: Special Education Educationally-Related Mental and Behavioral Health Services



Special Education Educationally-Related Mental and Behavioral Health Services for OUSD\*  
RFP 22-132PEC  
Fred Finch Youth & Family Services



\* Subject to change based on sites/programs funded  
\*\* Position not funded by this program

Attachment 3-Resumes

## Dr. Nydia Mershani, Psy.D., LMFT

License NO. LMFT 49496, nydiamershani@fredfinch.org

### Professional Summary Bio:

Dr. Nydia Mershani, Psy.D., LMFT earned her Bachelor of Arts Degree in Liberal Studies from the University of Redlands in 2002, her master's degree in Counseling/Psychology from Agnosy University in 2005 and her Doctorate Degree in Psychology from the Chicago school of Professional psychology in 2015. She has been licensed as a Marriage and Family Therapist with the Board of Behavioral Sciences since 2010 and possess more than 18 years of progressive experience in the psychology field and she has extensive experience working with diverse populations, while utilizing different therapeutic modalities. She possesses excellent leadership abilities, managerial, and supervisory skills. Dr. Mershani currently works as The Senior Director for Alameda County School Based Program at Fred Finch Youth and Family Services. Dr. Mershani provides periodic in-house training to interns, trainees, and staff, clinically supervises MFT/ASW associates, supervises clinical Supervisors, manages service contracts at designated schools site, complies with service requirements of all school and county contracts, including evaluation and reporting, interview and hiring of therapeutic staff. She supervises managerial staff programmatically, maintains positive relationships at school sites, intervenes to resolve problems or address crises, as needed, and orient new staff in school-based programs. She completes timely staff annual performance reviews, professional development plans, external relations/business development, represent Fred Finch to County departments, funders and Fred Finch leadership, participate with leadership team to plan and carry out fundraising initiatives and events, creates healthy and productive work environment, maintain strong leadership presence for staff and volunteers, keeps staff focused on vision and annual goals, and maintains good collaborative working relationships with Fred Finch leadership team.

In her previous positions Dr. Mershani supervised MFTI and MSW who were gaining hours towards licensure, supervised other clinical supervisors, as well as oversaw all clinical practices at her site, provided weekly therapeutic services to families, adolescents, and adults, and was part of the management team. She has also assisted in the successful completion of all evidence bases practices at her former agency, Weber Community Center in Los Angeles, including implementation, supervision of all therapists/case managers implementing the practices at her agency and ensuring fidelity to the evidence-based practice models.

Dr. Mershani is diligent, hardworking, caring, compassionate person, who is organized, responsible, punctual, kind, creative, and gets along well with others. Her work is always accurate, thorough, and neat and she is highly motivated with a positive attitude.

### Skill Highlights/Professional Experience:

- > Fred Finch-Senior Director of Alameda County School Based Services-- 3/22-Present
- > Fred Finch Program Director of Alameda County School Based Services 9/15-3/22
- > Youth Service Bureau of the YMCA-Director of Clinical Services--3/14-9/15
- > County of Contra Costa Mental Health Specialist-11/13-3/14
- > SSG/Weber Community Center-Los Angeles- Clinical Supervisor/ Evidence Based Practice Supervisor- 12/10-11/13
- > SSG/Weber Community Center-Los Angeles-Mental Health Therapist- 2/07-12/10
- > The Help Group- Outpatient school-based Therapist-Los Angeles 9/06 to 2/07
- > Licensed Marriage and Family Therapist with the Board of Behavioral Sciences, License No MFT 49496
- > 14 years of Supervisory Experience
- > 14 years of Managerial Experience
- > 18 years of School Based Therapeutic Experience
- > *Extensive experience working with:*
  - o Adults, Children, families, adolescents, school-based services, facilitating groups, TAY (Transitional age youth), substance abuse, Depression/Anxiety, trauma, 12-step program, crisis intervention, co-occurring disorders, severely mentally ill population, college students, domestic violence survivors, and homeless populations.
- > (TF-CBT) Trauma Focused Cognitive Behavioral Therapy
- > Seeking Safety Evidence based practice.

### Education and Training

<b>CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY, Los Angeles, CA, USA</b> Doctor of Psychology, Psy.D., Graduated with Honors	2015
<b>ARGOSY UNIVERSITY, Orange, California, USA</b> Master of Arts in Counseling/Psychology. Graduated with Honors	2005
<b>UNIVERSITY OF REDLANDS, Redlands, California, USA</b> Bachelor of Arts in Liberal Studies	2002

**Diana A. McCullough-Klump, LMFT**

[DianaMcCulloughKlump@FredFinch.org](mailto:DianaMcCulloughKlump@FredFinch.org) ● 3800 Coolidge Ave. ● Oakland, CA 94602 ● 510-506-3044

**SUMMARY:**

For over 11 years, I have been working as a therapist working in Community Mental Health, in the following settings: a grief support clinic providing individual and group therapy, a school providing individual therapy, and community-based services providing Therapeutic Behavioral Therapy, short-term crisis services, family therapy, individual therapy, case coordination, clinical supervision, training new employees, and directing two programs: School Based Services and Counseling Enriched Classroom.

**Work Experience:**

**Fred Finch Youth Center:** 2013-present

School Based Program Director, March 2022-present:

- Oversee management of School Based Services and Counseling Enriched Classroom programs.
- Coordinate leadership team to provide supervision and guidance for direct care providers.
- Utilize senior staff to augment training needs and support schools with staffing challenges.

In-Home/Visiting Therapist Program, Clinical supervisor August 2018-March 2022:

- Supervised team of clinicians to provide managerial and clinical oversight and lead weekly group supervision.
- Ran monthly productivity reports and managed caseload list.
- Interfaced with county department director and external agencies to collaborate and integrate changes in implementation of Intensive Care Coordination services.

Visiting Therapist Program, Therapist July 2015-August 2018:

- Provided comprehensive direct care to participants and families with Social Services involvement.
- Piloted implementation of KTA/ICC services
- Clinical Services Committee, Member: Analyze department performance for each program within the agency with a focus on clinical needs and measures.

Therapeutic Behavioral Services, Behavior Coach February 2013-July 2015:

- Provided Behavioral Modification services as an adjunct mental health provider.

**MFT Trainee**, Circle of care: fall 2011- fall 2012

- Individual therapist for children and adult parents and Co-facilitator for children's grief support group

**Education**

California Institute of Integral Studies, San Francisco, CA: Masters in Counseling Psychology, August 2012, Focus: Child and Adolescent Counseling

California College of the Arts, Oakland, CA: Bachelor of Fine Arts, Sculpture, 2005

María Pía Allende Goss, MBA  
mariaallende@fredfinch.org

#### SUMMARY

*High-energy, enthusiastic, bilingual (Spanish), and resourceful professional with extensive experience in management, sales, and marketing for small and medium size businesses. In the last 8 years Maria Pía has also been working as a Spanish language consultant and interpreter in the field of education, social services, and medicine. Because of her experience as an Executive Director in a nonprofit organization targeting families with mental health needs and having a child with special needs herself, she became more interested in parent advocacy for children, teenagers, and young adults with special needs for minorities families. 3 years ago, she started to actively volunteer to help families understand the school system to achieve their children's educational and transitional goals. She has a strength base, solution focus and family centric approach when it comes to help individuals with mental health and special needs. She also strongly believe that every child should have the right of going to college if that is what they want. Because of her passion for this cause, she was hired by Fred Finch as a Parent Partner and Care Coordinator. She will be finishing her Parent Coach Certification with Jai Institute of Parenting in April 2023.*

#### CURRENT

**Fred Finch Family Services**, Oakland, CA, 2022 – current | *Part-Time Care Facilitator for the Counselling Enriched Classroom (CEC) Program*

Assisting parents of High School and Middle School participants in the CEC Fred Finch program in achieving child's treatment goals. Supporting parents in setting up transition and educational goals after graduating from High School. Using a systemic approach, identifying the needs of family members that directly affects the mental health stability of the participant. Providing psychoeducational training and advocating for parents and participant during parent teacher conferences and IEP meetings. Collaborating with lead therapist and counselor when family conflict arises. Facilitating together with lead therapist, parent's support groups with the purpose of providing resources to families, educating them in a wide range of topics and forming a strong therapeutic alliance between Fred Finch and families.

**Allende Consulting**, El Cerrito, CA, 2014 – current | *Spanish Language Interpretation & Advocacy Services in the Mental Health and Educational Setting. Parent Advocate for families with children with special needs in the school environment.*

-Work as a Spanish interpreter for 5 different agencies in the mental health and educational setting: IEPs, 504's, parent teacher conference, parent support groups, psychoeducational assessments, mental health and substance abuse classes. As an advocate, educate parents in the special education system: laws, rights, child's needs and assessments, expectations and goals. Develop strategies that will help the parent make informed decisions and get the child what he or she needs. Elaborate transition goals and a vocational path that set the student for independence and success.

**Milton H. Erickson Institute of the Bay Area**, Albany, CA, 2016 – present | *Part-Time Business Development Director*

Develop ways to increase market share and revenue for the institute and members' therapy and training services. Assist Founder/President in recruiting members that are aligned with the values and culture of the organization. Set up strategic alliances with other academic institutions locally and internationally to develop a global network of representatives to promote the Institute's services and create training sources of revenue Create content for website, flyers and press releases in English and Spanish. Organize Ericksonian teaching therapy programs in the US, Latin America, Europe, and Asia.

#### PREVIOUS

**MRI (Mental Research Institute)**, Palo Alto, CA, 2008–2015 | *Executive Director*

Work closely with MRI Board of Directors on program and budgets development for both the Strategic Family Therapy Training Clinic and the Brief Therapy Training Clinic, identifying new opportunities for financial growth. First Director to design and implement bi-lingual training courses to expand international audience. First director to set up multilingual therapy service clinic for low-income families, ultimately getting awarded *Best Service Clinic* in Palo Alto, CA. Hire, develop, and retain a high performing team that aligned with the MRI goals and produced exceptional training programs and therapy services. Presenter for winning government contracts (ex. San Mateo County Mental Health Contract) to provide services for low-income families (mainly Latino families).

#### EDUCATION

Jai Institute of Parenting, *8-month Transformational Parent Coaching Certification*- ending in April 2023

University of Phoenix, *(MBA) Master's in Business Administration*

UC Berkeley, Extension Program, *Integrated Marketing Communications Certification*

Institute of Foreign Trade, *International Business*, Post Graduate Program, Cordoba, Argentina

National University of Cordoba, Argentina, *Bachelor of English with a minor in Spanish Translation*

#### LANGUAGES

Fluent in English and Spanish. Conversational French and Portuguese.

## Attachment 4-Racial Equity Initiative



### Racial Equity Initiative

#### Background:

Fred Finch Youth & Family Services (FF) first introduced the Racial Equity Initiative (REI) in 2017 with the goal of having the most diverse and prepared staff to provide the best possible care to our participants, families, and communities. This preparation would include increasing staff knowledge, awareness, and skills across the agency with the ultimate goal of positively impacting those we serve.

Our mission statement and strategic plan emphasize delivering quality care and positive outcomes to our participants while promoting an agency culture of learning, growth, and appreciation. We are equally committed to an internal process of reviewing the complex role and intersection of culture, race, ethnicity, and language, as well as to understanding the impacts of racism and discrimination within the overall agency. We strive to demonstrate this commitment through organizational diversity and inclusion in hiring, retention, promotions, and across leadership, while also designing and implementing a targeted training program to increase awareness and understanding.

1. REI Vision: FF will become a healing-centered organization with a diverse staff at all organizational levels who represent the communities we serve. Our staff will feel truly at home, and able to work, grow, and explore opportunities while flourishing. Together, we will actively work to diminish or eliminate the impact of racism within our communities and with one another.
2. REI Goal: Our overall goal is to move the agency from a position of variable levels of competence to one of consistent expertise and responsiveness, particularly with regards to race, ethnicity, and culture. This means having a staff who possess awareness and the interpersonal skills to learn about, respond to, and work with the unique needs of each participant and with one another. It also means recognizing the historical and current impact of racial trauma, disproportionality, and disparities on the health and mental health of those we serve – especially people of color.

The direction of the REI was deeply influenced by contemporary studies and research addressing the role and intersection of race, gender, SES, and other social determinants of health and mental healthcare, and access to quality care. FF draws upon the work of Dr. Ken Hardy, PhD, who articulates approaches for healing the hidden wounds of racial trauma while also addressing cultural responsiveness and health equity. We have also referenced the work of another organization who undertook similar work, outlined [here](#), as a guide.

Fred Finch maintains a commitment to racial equity as exemplified by the promotion of health equity through increased access to quality mental and behavioral healthcare—delivering

11/16/2020

STRATEGIC INITIATIVES



RACIAL EQUITY

services that are culturally and linguistically responsive and competent within a trauma informed framework. The availability of a culturally and linguistically responsive mental health workforce is among the most pressing health care issues facing California today<sup>1</sup> and the lack of a well-trained diverse workforce often results in poor access to quality mental healthcare. Unfortunately, many racial/ethnic minority children/youth/families do not receive timely mental health interventions, often due to parental language barriers, lack of mental/behavioral health literacy, knowledge of available services, and feelings of stigma, fear, and shame.

Our staff are trained to work in settings with diverse populations that interface with multiple other community agencies. Training and organizational goals and objectives include implementing the National CLAS Standards<sup>2</sup>; hiring a multidisciplinary, diverse, knowledgeable, bilingual, and culturally competent workforce with deep community experience; promoting best, promising, and evidence-based practices; and addressing key social determinants of health.

**Original REI Development Team:**

Originally, the Visiting Therapist Program staff initiated this work and collaborated with the Cultural Connections Committee (CCC). Once the initiative was established, a leadership team was convened to guide the development of the REI and included the following persons: Consultant Taquelia Washington of EmpowerMe! Services, President & CEO Tom Alexander, Regional VP Susanna Marshland, Senior Director of Human Resources Lois Woods, and Senior Director of Administration Tim Trickett-Robles. This team later incorporated the Regional VP of Southern California when Teresa Chapa was hired in April 2019. FF Training Directors have also been involved with the team at various points, and the CCC continues to serve as a resource and champion of the initiative.

**Intersecting Organizational Strategies:**

FF designed a framework that would help facilitate the integration of the REI across the agency by adding several goals and objectives to our Continuous Quality Improvement (CQI) committees, in particular the Co-Occurring/Trauma-Informed Systems Committee and the Cultural Connections Committee. Sample goals include: 1) enhanced cross cultural and racial communications; 2) available cultural and linguistic training across the workforce; 3) cultural and linguistic responsiveness for participants; 4) the addition of related criteria to the Balanced Score Card, and 5) the formalization of the FF Racial Equity Initiative. These agency improvements have not only impacted internal processes but have also had positive impacts on

<sup>1</sup> The 2019-20 May Revision. Analysis of the Governor’s January and May Mental Health Workforce Proposals (May 16, 2019). <https://lao.ca.gov/Publications/Report/4049>

<sup>2</sup> National CLAS Standards: <https://thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStandards.pdf>

11/16/2020

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access to and quality of care for participants—core to participant engagement, follow through, and wellness.

To see the relationship between this initiative, our other committees, and the FF strategic plan, please see the Racial Equity Plan Flowchart [here](#).

**Implementation Framework:**

The following section outlines steps taken to implement the Racial Equity Initiative.

**Phase 1: Affinity Groups**

Affinity Groups originated in 2017 at the initiative of the Northern CA Visiting Therapist Program (VTP) staff to address concerns with the racial disproportionality between staff and participants. In order to explore each staff member’s connections to racism and to work better as a team and with participants, VTP piloted two staff caucuses: 1) white-identified and 2) people of color (POC/BIPOC)<sup>3</sup>. These separate groups were meant to provide a safe space for staff to express concerns while expanding knowledge and awareness, particularly for white-identified staff, and offer a supportive environment for staff of color. In early 2018, the affinity process expanded from this organic “bottom-up” process to Northern CA managers—many of whom were eager to join in this work and introduce affinity groups to their programs. The affinity group process positively impacted effectiveness, morale, and retention in VTP and led to the formation of the ***Racial Equity Initiative***.

**Phase 2: Strategic Planning and Organizational Culture**

After observing the initial success of the Affinity Groups and the formation of an agency-wide Racial Equity Initiative, FF added their long-term vision for all staff participation in the Affinity Group process into the agency’s strategic plan. The REI guides the promotion of racial equity in the workplace while improving overall effectiveness and responsiveness. The planning process has been guided by consultant Taquelia Washington of EmpowerMe! Services. Ms. Washington is a subject matter expert who works closely with members of the Executive Team to guide each phase of the process.

The CCC establishes an annual [Cultural Responsiveness Plan](#) to review, strategize, and make recommendations about improvements to agency practice in the areas of cultural mindfulness, cultural humility, and cultural responsiveness through the Continuous Quality Improvement (CQI) Committee. The CCC meets monthly and is made up of staff members across the agency in various positions, including staff with lived experience. Cultural responsiveness is important

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<sup>3</sup> The term POC/BIPOC (People of Color) is gradually being replaced in many communities with the term BIPOC/BIPOC (Black, Indigenous, and People of Color). FF recognizes that there are pros and cons to both terms and welcomes your input into which might be best for the agency to use primarily. Until that dialogue is complete, we are referencing both, and making note of it. In addition, we note that when a group can be defined more specifically (e.g., “Arab-American staff”), that is preferable.

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in every aspect of our public lives, but it is a critical skill for social service providers who work with diverse people in crucial situations. FF has implemented cultural responsiveness/anti-discrimination policies and procedures for the benefit of our staff, participants, organization, and the community at large.<sup>4</sup>

The structured conversations on culture, race, and ethnicity within FF has positively impacted hiring, retention, and supervision efforts, and we anticipate will ultimately result in further systemic changes. In an effort to develop managerial skills in dealing with the many complexities of addressing racism further, NorCal managers' affinity groups transitioned in 2019 from building awareness to implementing a Critical Learning Circles peer coaching approach, a model adapted from *The Consultancy Protocol*, by Gene Thompson-Grove.

Phase 3: REI Integration and Structural Inclusion

The REI process has several overlapping stages: affinity groups, integration of new knowledge and awareness into the daily work, structural inclusion, and organizational culture change. The steps have evolved along with our collective awareness of how racism has impacted our participants, our staff, and our agency.

Affinity groups are intended to raise awareness of racial inequities and provide a foundation to create organizational and systemic changes to address disparities. For a chart showing which programs have completed this process and which ones are still scheduled, click [here](#).

Leadership and most NorCal programs will have completed the process by mid-2020. San Diego managers are launching their affinity groups in June 2020, with direct care staff to follow. NorCal residential, support services, and San Mateo/Santa Clara-based programs will also be phased in during 2020-2021. It is an ongoing effort to incorporate newly hired staff along with the remaining programs.

As each program engages in the transformational learning process of affinity groups, the staff, with guidance, in the program determine how best to incorporate the ongoing discussion into their program structures, including individual and group supervision, staff meetings and new and/or ongoing trainings. Managers utilize the ongoing Critical Learning Circles as a structure to better facilitate these continuing efforts in their programs. Additional skill-building trainings for managers and facilitators of ongoing, internally led groups accompany this phase.

The implementation of strategies to infuse racial equity principles into all aspects of the agency's work uses a process for longstanding structural change with recommendations for continued staff skill-building and participant care improvement (routed to the CCC or other CQI

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<sup>4</sup> CCC Cultural Responsiveness Plan 2019-2020

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Committees, and/or to Training). Conversely, the CCC Cultural Responsiveness Plan may inform new strategies as a result of noted findings and outcomes.

Recommendations for agency-wide structural changes, staff supports, or broader advocacy are routed to the leadership team and incorporated into the agency-wide strategic plan, the Cultural Responsiveness Plan, or other improvement plans. Some examples of in-process and implemented changes resulting from the REI include:

- Cultural Connections and Trauma-Informed Committee review new and updated policies
- Increased integration of topics regarding race/trauma/inclusivity into agendas and meetings
- Integrate cultural healing practices into agency events and agency-wide Staff Appreciation Plan
- Create professional development opportunities and pathways for staff of color
- Create a trainer guide and coach trainers to incorporate cultural responsiveness and healing-oriented principles into trainings

**Highlights, Outcomes and Lessons Learned:**

FF utilizes several tools, measurements, and analysis to measure REI progress. FF staff and the Board of Directors use the Balanced Scorecard to monitor the REI's impact as part of our overall initiatives in our "Learning, Growth, and Appreciation" and our "Customer" (deliver a positive outcome for every participant) perspectives. FF began collecting pre and post group surveys in 2019 in order to be able to compare attitudes, knowledge, and skills before and after the affinity groups. Additional examples of data sources include: 1) demographic data collection that includes race, ethnicity and bilingual capacity; 2) annual organizational climate survey, which indicates agency trends; 3) participant/family satisfaction surveys, which gives program-level data on several cultural responsiveness items; 4) employment exit interviews, and 5) microaggressions survey.

Finally, data are collected on agency-wide goals and objectives through the CCC's Cultural Responsiveness Plan. Under the category of Governance, Leadership and Workforce are examples under goal #1:

1. FF will continue to build a culturally responsive agency by creating a cultural learning environment, providing ongoing professional development while evaluating the effectiveness of our trainings and services.

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2. FF will recruit, promote, and support a culturally and linguistically diverse leadership and workforce that are responsive to the populations in our service areas.

**Highlights and Lessons Learned from the Affinity Group Process to Date:**

1. Preparation in advance of the affinity groups is essential.
  - a. The manager of a staff group plays a key role in articulating the purpose of the effort and responding to common concerns (including those about attendance, potential impact on time for existing duties, etc.).
  - b. It is important to recognize and address staff concerns about affinity groups separating individuals by race and ethnicity
  - c. Recognize that the separation phase of the work is short-term and a reflection of the differential impact and experience of racism on white-identified vs. POC/BIPOC vs. persons of mixed race.
2. Unlearning cultural and racial biases is difficult, complex, and ongoing work and the agency will be in “learning mode” for many years to come. We have benefited from the guidance of outside experts even as we strive to develop the internal capacity to sustain the effort and navigate through the inevitable challenges that arise. Likewise, we recognize the necessity of continuing to solicit and incorporate feedback from historically underrepresented groups actively, particularly those whose backgrounds reflect those of participants we serve.
3. FF made groups mandatory for assigned staff, in recognition that exposure to racism is not optional for POC/BIPOC in today’s society, and because it is helpful for all staff to share a common language and awareness of how racism operates in our society and impacts health. This extends to agency leadership: all members of the Executive Team are participating in the affinity group process, whether through managers’ affinity groups or small group/individualized coaching, so that all levels of the organization are involved. This involvement extends to the Board of Directors, who have convened their own workgroup.
4. Discussing racism at work can be challenging for POC/BIPOC who may not want to spend additional time focusing on this painful topic. Despite the intention of the affinity groups to be healing for POC/BIPOC and other groups, there have been times when the work has felt difficult and sometimes traumatic—and occasions when additional supports have been needed, and added, for members of all groups.

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5. More purposeful efforts are underway to better prepare and support staff for the emotional aspect of the work by incorporating trauma-informed principles and practices to promote safety.
3. Staff who identify as biracial or multiracial need a space of their own, given the unique issues they face. FF added these distinct affinity groups after the first 2 rounds.
4. Groups should be relatively small—10 or fewer in size—to enable learning, support, and healing. If they must be larger, it is ideal to add a second facilitator.
5. Scheduling complexity has interfered with the affinity group success and has been made a priority. FF has an expectation that staff who miss the first two meetings of a group will need to wait until the next round, and staff who have not attended the majority of the affinity groups in their series will re-start in the following round.
6. Affinity group content and discussions are confidential, although managers may occasionally inquire as to their learning, in order to support that learning and support their participation.
7. Engendering trust is essential for buy-in and sustainability of the work. Transparency in communication, and managerial attention to frequent and inclusive communication, promotes trust.
8. Wrap-ups at the end of each series of affinity groups bring staff together, and managers need to articulate the agency's ongoing commitment to the work. A final plan for continuing the work is best determined through staff participation and consultation.
9. Bringing staff together more frequently during the initial series of 9 meetings (as done in SoCal), is beneficial for developing positive patterns for multiracial conversations early in the process.
10. In surveys, the majority of participating staff have reported the affinity group process to have been highly beneficial in terms of providing additional supports for POC/BIPOC and adding heightened awareness for white-identified staff.
11. Formalizing next steps from lessons learned is imperative. We are utilizing our Cultural Responsiveness Plan as a primary vehicle for formalizing next steps.

**Attachment 5: Behavioral Assessment/Functional Analysis Assessment**

Functional analysis assessment follows principles of functional behavior analysis and identifies problem behaviors, likely times of occurrence, antecedents, secondary gains, and the young person’s skills sets which might provide a foundation for both change and measurement of change. Figures 1 and 2 below outline assessment of a client’s current skills sets and patterns of target behaviors that are used during the observation and assessment period.

**FIGURE 1.**

*Sample chart to assess client’s current skill sets.*

Uses object to soothe self	Uses action to soothe self	Uses thoughts to soothe self
Recognizes settings where problems occur	Labels feelings associated with problems	Identifies own contributions to problems
Understands consequences of own action	Understands antecedents of problems	Anticipates problems
Uses planned alternatives when told to do so	Uses planned alternatives spontaneously	Develops planned alternatives on own
Starts conversations	Participates in dialogue	Helps others
Asks for help	Apologizes for errors	Negotiates solutions
Responds to requests to join groups	In group, participates when requested	Spontaneously participates in group

**FIGURE 2.**

*Sample chart to assess patterns of target behavior.*

<b>Behavior Pattern</b>	<b>Intensity Level 1 <i>Include when observed and frequency</i></b>	<b>Intensity Level 2 <i>Include when observed and frequency</i></b>	<b>Intensity Level 3 <i>Include when observed and frequency</i></b>
Self-Injurious Behavior	cuts on self	suicide gestures	suicide attempts
Self-Care: Food	avoids food	binges	vomits after meal
Self-Care: Grooming	very poor grooming	doesn’t change clothes	doesn’t bathe
Medication Compliance	resists medication	Cheeks or spits out medication	refuses medication
Substance Usage	experiments with drugs or alcohol	regularly uses drugs or alcohol	abuses drugs or alcohol
Elopement	attempts to run away	Runs away but returns same day	Runs away overnight
Physical Aggression	spitting or biting	hitting or kicking	needs seclusion or restraints
Verbal Aggression	threatening or provoking	yelling or swearing	tantrums
Property Damage	breaks windows or doors	puts holes in wall	breaks furniture
Sexual Acting out	inappropriate sex talk	Public masturbation	touches or grabs others
Withdrawal	isolates self	doesn’t respond to others	hostile when approached
School Participation	resists attending school	goes but can’t stay in school	will not attend school
Treatment Compliance	resists attending treatment	goes but can’t stay in group	will not attend treatment

The functional analysis assessment includes baseline data for the frequency, intensity, and duration (FIDs) of each target behavior and of potential replacement behaviors. These baseline FIDs become the basis of the behavioral treatment plan and of the evaluation of the measurable objectives of behavioral change. The functional analysis of behaviors helps the clinician to understand the underlying needs the youth may be attempting to get met to identify and teach healthy replacement behaviors, thereby decreasing maladaptive behaviors. Typically, to ensure effectiveness, the resulting plans focus on 1-2 behaviors at a time and include an intensive intervention schedule, with an emphasis on addressing parent/caregiver education and involvement.

Attachment 6: Proof of Insurance



FREDFIN-04

VR YAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008	CONTACT NAME: victoria.ryan@proco.global	
	PHONE (A.C. No. Ex): (408) 510-5440 FAX (A.C. No): (415) 382-0676 E-MAIL ADDRESS: victoria.ryan@proco.global	
INSURED  Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits Insurance Alliance of California	
	INSURER B: Redwood Fire & Casualty Insurance Company	11673
	INSURER C: HSB Specialty Insurance Company	14438
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		202200293	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ISC OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			202200293	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202200293UMB	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	FRWC420087	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			202200293	4/1/2022	4/1/2023	Occ/Agg \$1MM/\$3MM
C	Cyber Liability			6605006-03	4/1/2022	4/1/2023	Retention -\$10,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: As Per Contact or Agreement on file with insured.  
Oakland Unified School District is named as an additional insured on General Liability policy per the attached endorsement.

CERTIFICATE HOLDER  Oakland Unified School District 2850 West Street Oakland, CA 94608	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>P. C. [Signature]</i>

POLICY NUMBER: 202200293  
Named Insured: Fred Finch Youth Center\*

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

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

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

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

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

However:

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

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

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

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

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



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) # 22-132PEC**

## **SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES FOR OAKLAND UNIFIED STUDENTS**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

email: [procurement@ousd.org](mailto:procurement@ousd.org)

phone: (510) 879-2990

**Proposals Due:  
March 15, 2023 at 2:00 P.M. PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	January 27, 2023
Pre-Bid Conference:	February 15, 2023 @ 11:00 A.M. PST (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	February 28 , 2023 @ 5:00 P.M. PST
<b>Proposal/Bid Submitted to District:</b>	<b>March 15, 2023 @ 2:00 P.M. PST</b>
Proposal/Bid Opening:	March 17, 2023 @ 12:00 P.M. PST (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	March 27-30, 2023
Final Award of RFP (BOE):	April 11, 2023
Contract Start Date:	July, 2023

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

***What is a Pre-Bid Conference?** A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting*

***What is a Proposal/Bid Opening?** A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.*

Proposers are advised that the District reserves the right to amend or cancel this RFP at any time. Proposers are responsible for viewing any new changes related to this RFP [online](#). If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

**Rosaura M. Altamirano**  
Senior Manager, Supply Chain & Logistics  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

## **Background Information and Objective**

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

It is the intent of this request for proposals to seek providers to support the emotional, mental, and behavioral health needs of Oakland Unified School District (OUSD) students receiving Special Education Services, sometimes referred to as Educationally-Related Mental Health Services (ERMHS). In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program.

Students with IEPs who demonstrate behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified disability.

The OUSD Special Education Department provides direct services, consultative services, training, equipment and materials to over 6,400 students from birth through age 22. Our students reflect the rich diversity of Oakland, and students with Special

Education services attend every Oakland public school, select charter schools, home and hospital based programs, and private programs in settings that range from fully inclusive learning to separate, specialized instruction. Our Department aligns all of our services to our 'Big Rocks,' key goals that align to our District's strategic plan and Local Control Accountability Plan (LCAP). These goals focus on academic equity, evidence-based professional learning, meaningful transition experiences, and crafting quality, comprehensive IEPs. We believe that all students can thrive when provided with appropriate services and supports and that neurological and physical diversity should be expected, valued, and considered in the design of all district-wide programming.

With this Request for Proposals (RFP), OUSD is seeking partners who are grounded in serving students who are often among the furthest from school success in a manner that centers equity, inclusion, and student and family voice. The selected providers will work directly with students with IEPs who require Educationally-Related Mental Health Services related to their area(s) of disability providing direct individual and group therapeutic services, milieu classroom support, family counseling services, collateral linkages to supporting services, and/or therapeutic behavioral services. Additionally, the selected providers will serve as expert collaborators for school site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. We will assess the success of this work by evaluating individual student therapeutic progress, least restrictive environment access, and staff reporting of their comfort and competency interacting with students using evidence-based practices.

We will award contract(s) to the provider(s) who best demonstrate their alignment with our goals and approach and who best respond to the requirements of the request for proposals detailed below.

### **Scope Of Work**

The scope of work includes a comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require ERMHS in order to access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD. We expect the Contractor(s) to have mental health providers who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of our students, as well as provide consultation and guidance to OUSD site-staff to inform them of best practices.

The scope of work should cover the following:

- Individual counseling: ability to use evidence-based practices, as well as ability to shift to a new practice when needed to meet individual student needs.
- Group counseling: ability to facilitate group of similar age students with a focus on the student's specific areas of need
- Milieu support: supports with mental health challenges that arise both in and out of the separate setting; for students who spend time within the mainstream, general education setting, it would be expected to provide support in that setting, as appropriate
- Family counseling: provided when warranted, in accordance with students' IEPs, including the support with parent/guardian understanding of students' disabilities
- Collaboration/Collateral Work: support with agency linkages; IEP team collaboration
- Crisis Intervention: responds to students in crisis and conducts appropriate risk assessment, as needed, and confers with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and site administrators.
- Behavior intervention system: Helps manage the classroom wide behavior intervention system and individual plans; collaborates on updates/changes to the system/plans as needed
- Behavioral coaching and professional trainings: provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; coaches school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need.
- Treatment planning: In alignment with the IEP services and goals, as well as for psychiatric needs.

### **Project Term**

Selected providers will be awarded a three-year contract commencing 7/16/2023 and ending 6/30/2026.

### **Provider Deliverables and Outcomes**

Bidders may submit proposals to support all or part of the required services described below. Bids may address a specific site, multiple sites, and/or intensive outpatient services.

Currently, OUSD has site-based mental health programs located at:

- Sequoia Elementary (2 classrooms)
- OAK Elementary (2 classrooms)
- Montera Middle (1 classroom)
- Roosevelt Middle (1 classroom)
- Life Academy (1 classroom)
- Skyline High School (2 classrooms)
- McClymonds High School (1 classroom)

The Department wishes to have a single provider at each campus.

Successful bidders for our site-based needs will be prepared with a plan that includes provision of the following activities and services:

- One (1.0 FTE) qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.
- One (1.0 FTE) appropriately trained mental health aide or behavioral technician per classroom to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.
- Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families.

Site-based providers must be prepared to engage in weekly team meetings to review student data and discuss interventions, family/caregiver events and outreach experiences, and campus-wide events beyond the provision of direct mental and behavioral health services. It is expected that they will be an active participant as an IEP team member.

Additionally, OUSD's Special Education team seeks partnership to support ERMHS Intensive Outpatient and supplemental services, which includes:

- Three (3.0 FTE) qualified mental health clinicians to provide itinerant outpatient counseling services, parent/family counseling, agency linkages, site team consultation and mental health crisis support pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.

- One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician to provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization.
- Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Contractor must maintain all documents in accordance with FERPA regulations. Records by student, clinician, service and district are to be maintained in the District's adopted Student Information System. Contractor will work cooperatively with Special Education Department members as necessary to complete filing of documents in a timely manner and meet monthly with key Special Education Department members.

Successful bidders will be prepared to meet all District insurance and staffing requirements as stipulated in the attached sample contract.

The outcomes for this work will include:

- All eligible students receive consistent services from a qualified provider as indicated in Individualized Education Programs (IEPs);
- Families are actively engaged as key partners in their child's therapeutic treatment planning;
- Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors;
- Staff at campuses with mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs;
- Students progress in their treatment sufficiently to spend more time in the general education setting over time.

### **Why Are Provider Services Needed**

The District serves about 6,400 students who are eligible to receive Special Education services, and these students represent many different backgrounds. Many OUSD students have faced adverse early childhood experiences, have experienced or are currently experiencing traumatic experiences, or have diagnosed mental health conditions impacting their school attendance, performance, and physical and emotional safety. Approximately 500 students with IEPs require individual counseling services, and 300 participate in group counseling services. These services are not only medically necessary and important for positive school outcomes but are also legally required pursuant to IEPs.

## **Proposal Evaluations And Scoring**

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### **The District reserves the right without limitation to:**

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

## **Best Value Scoring**

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

<b>BEST VALUE POINTS</b>	
<b>Value Category</b>	<b>Maximum Points</b>
<b>Ability to Provide Qualified and Appropriately-Trained Staff</b>	<b>35</b>
<b>Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma</b>	<b>20</b>
<b>Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners</b>	<b>15</b>
<b>Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health</b>	<b>15</b>
<b>Annual Cost To The District</b>	<b>15</b>
<b>TOTAL POINTS</b>	<b>100</b>

Each best value category shall be scored separately using the scoring guide below

<b>Scoring Guide</b>					
	<b>QUALITY OF RESPONSE</b>	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>CONFIDENCE IN RESPONSE</b>	<b>POINTS</b>
<b>EXCEPTIONAL RESPONSE</b>	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	<b>VERY HIGH</b>	<b>100%</b>
<b>GOOD RESPONSE</b>	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	<b>HIGH</b>	<b>75%</b>
<b>ADEQUATE RESPONSE</b>	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	<b>ADEQUATE</b>	<b>50%</b>
<b>MARGINAL RESPONSE</b>	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	<b>LOW</b>	<b>25%</b>
<b>INADEQUATE RESPONSE</b>	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	<b>NONE</b>	<b>0%</b>

## **Proposal Format**

Proposal submissions shall include, at minimum:

- **Cover Letter:** In a maximum of two pages, explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.
- **Proposed Staffing:** In a maximum of five pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.
- **Related Experience:** In a maximum of five pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.
- **Area(s) of Work, Collaborate and Coach:** In a maximum of five pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.
- **Methodology, Training and Interventions:** In a maximum of five pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your

organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

- **Annual Cost To The District:** Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 19 or submit their own price document.
- **Proof of Insurance:** Furnish proof of liability insurance as indicated in the sample contract in Exhibit A on page 15. Insurance information is located on page 10 in OUSD's Services Agreement.
- **References:** Provide at least two references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 18 or submit their own reference document.
- **Completed Exhibits:** List of exhibits begin on page 14.

### **Submission Instructions**

Bids must be received prior to **March 15, 2023 @ 2:00 P.M. PST**

**Provider to submit:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-132PEC”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Special Education Educationally-Mental & Behavioral Health Services  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 15, 2023 @ 2:00 P.M. PST.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate scope of work and/or pricing with the selected Contractor(s) prior to entering into a contract. The award of this solicitation is conditional on the winning bidder accepting the terms of the sample contract in Exhibit A. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local and Small Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## **List of Exhibits**

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Exhibit B: Standard Form Response**

**A. GENERAL INFORMATION**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes                      No

If yes, provide the name of the school district or school and briefly detail the dispute.

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2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes                      No

If yes, provide details including the name of the other party:

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3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes                      No

If yes, provide details:

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4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes                      No

If yes, provide details:

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## **Exhibit C: References**

Two (2) references required.

### **Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

### **Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit E: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**Exhibit G: Workers Compensation Certificate**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## **Exhibit H: Fingerprinting Notice and Acknowledgement**

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ [*insert "owner" or officer title*] of \_\_\_\_\_ [*insert name of business entity*], have read the foregoing and agree that \_\_\_\_\_ [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**Exhibit I: Non-Collusion Declaration**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Printed Name of Authorized Company Representative: \_\_\_\_\_

Signature of Authorized Company Representative: \_\_\_\_\_

**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Area Code	Telephone #	Fax #
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\_\_\_\_\_

Federal Tax ID Number

## **Exhibit K: Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer :**

\_\_\_\_\_  
**Name of Proposer’s Signee**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title of Proposer’s Signee**

## **Evaluation Process**

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

## **Selection Process**

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

## **Protest Selection Procedure**

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.