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Enactment Number	16-1246
Enactment Date	6/29/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Sondra Aguilera, Deputy Chief Student Services

Board Meeting Date June 22, 2016

Subject **MOU with East Bay Agency for Children to Operate Health Center**

Action Requested **Approval of MOU with East Bay Agency for Children to Operate Health Center**

Background and Discussion East Bay Agency for Children will operate the school based health center at Frick Middle School for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

Recommendation Approval of MOU with East Bay Agency for Children to Operate Health Center

Fiscal Impact Funding resource: No cost to the District

Attachment

- Memorandum of Understanding



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

Legislative File ID No. 16-1628  
Department: Student Services  
Vendor Name: East Bay Agency for Children  
Contract Term: Start Date: 7/1/2015 End Date: 6/30/2019  
Annual Cost: \$ 0  
Approved by: Legal

Is Vendor a local Oakland business? Yes  No

Why was this Vendor selected?

Implement District's school based health center program

Summarize the services this Vendor will be providing.

Health services

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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

**I. PURPOSE**

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

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

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

**II. SCOPE OF SERVICES**

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

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

- Mental health counseling
- Physical exams/sports physical
- Diagnosis and treatment of minor illness, injury and medical conditions
- STD screening and treatment
- Dental Screening and Treatment
- Health education for students and families
- Youth development programs
- Professional development for school staff
- Outreach to youth, their families and communities
- Community-wide health promotion events and activities
- Case management, including appropriate follow-up and referrals to health and social service providers on and off site

B. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

SCHOOL-BASED HEALTH CENTER	ADDRESS	SCHOOLS SERVED & ADDRESS
Frick Health Center	2845 64 <sup>th</sup> Ave., Oakland, CA 94605	<b>Frick Middle School:</b> 2845 64 <sup>th</sup> Ave., Oakland, CA 94605

C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

- Develop student's social health/skills
- Improve student's emotional health
- Improve student's physical health
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD

**III. CONTRACTOR RESPONSIBILITIES**

A. **Policies**—Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
  2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
  3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
  4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
  5. **Field Trip Policy: Field Trips, Off Site Events and Off Site Activities** – CONTRACTOR shall complete the OUSD field trip application for any field trips and/ or off site events and/or off site activities that take place during the school day. CONTRACTOR shall provide each Site Administrator with a schedule of all field trips and/ or off site events and/or off site activities that take place outside of the school day (i.e., after school, weekends, summer).
- B. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code; and (c) taken a tuberculosis test.
- C. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.
- D. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in the CONTRACTOR's program.
- E. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- F. **Site-Based Agreements**—CONTRACTOR shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

#### IV. OUSD RESPONSIBILITIES

- A. **Space**—Provide suitable space at the participating School(s), to be agreed upon by the School(s), OUSD Staff, and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with the CONTRACTOR's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

**V. DURATION**

The term of this MOU is from 07/01/2015 to 06/30/2019.

**VI. TERMINATION**


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

**VII. HOLD HARMELSS/INDEMNITY**

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

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

**CONTRACTOR**

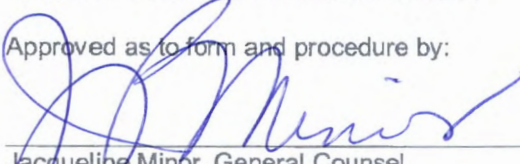
  
\_\_\_\_\_  
Contractor Signature

Date: 5/20/16

Kristin Wagner, Senior Director Family + Community  
Print Name, Title Wellness

**OAKLAND UNIFIED SCHOOL DISTRICT**

Approved as to form and procedure by:

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

Date:

  
\_\_\_\_\_  
Antwan Wilson, Superintendent

Date:

6/30/16

  
\_\_\_\_\_  
James Harris, Board of Education President

Date:

6/30/16



## COMMENTS/REMARKS

Oakland Unified School District is an Additional Insured per the attached policy form #CG2026 0704, provided it is required in a written contract between the Named Insured and the Additional Insured.



**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.

**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:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



**east bay agency for children**

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

May 5, 2016

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

RE: TB and Fingerprint Clearance for East Bay Agency for Children Employees

Ms. Larsen-Fleming,

This letter is provided to verify that the East Bay Agency for Children completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,

Josh Leonard  
Chief Executive Officer

**SERVICES**  
School-Based Behavioral Health  
*Schoolbased therapy*  
  
Intensive Behavioral Health  
*Counseling and intensive  
counseling enriched classrooms  
Therapeutic nursery school  
Youth empowerment services*  
  
Family & Community Wellness  
*Afterschool programs  
Child assault prevention  
Early childhood services  
Family resource centers  
Grief and loss support  
Schoolbased health center*  
  
Trauma Informed Collaborative  
*T<sup>h</sup> regional trauma center*

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Natalie Van Tassel

**CHIEF EXECUTIVE OFFICER**  
Josh Leonard



east bay agency for children

**60 YEARS** Building Brighter Futures  
& Stronger Communities

## **Statement of Qualifications – East Bay Agency for Children**

### **Overview**

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

### **Services**

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

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

### **Contact**

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

Alinya Charron – Program Director Frick Health & Wellness, Circle of Care, Child Assault Prevention programs

510-531-7551 x3109

510-531-3657

[www.ebac.org](http://www.ebac.org)

303 Van Buren Ave, Oakland Ca 94610