

Board Office Use: Legislative File Info.	
File ID Number	18-0493
Introduction Date	4/11/18
Enactment Number	18-0598
Enactment Date	4/11/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date _____
(To be completed by Procurement)

Subject Memorandum of Understanding - Health Initiatives for Youth (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Health Initiatives for Youth. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 1, 2017 through August 1, 2020.

Background
A one paragraph explanation of why the consultant's services are needed. Health Initiatives for Youth supports OUSD Health and Wellness and Youth Leadership initiatives through after school health and leadership programming. They provide young people an opportunity to discuss and workshop difficult topics on which they can rarely get advice from teachers or family members, like relationships, sexuality and identity, substance use and abuse, mental health, and managing risk.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between District and Health Initiatives for Youth, San Francisco, CA, for the latter to offer peer health education programs, queer empowerment clubs and GSA support, and health and diversity groups at Claremont Middle School, Coliseum College Prep Academy, McClymonds High, Castlemont High, Fremont High, Skyline High, Dewey Academy, Rudsdale Continuation, Oakland High, and Oakland Technical High Schools, for the period of August 1, 2017 through August 1, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Health Initiatives for Youth. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 1, 2017 through August 1, 2020.

Fiscal Impact Funding resource name (please spell out): No fiscal impact.

Attachments

- Memorandum of Understanding
- Scope of work
- Statement of Qualifications
- Clearance Letter
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-0493

Department: 922/Community Schools and Student Services

Vendor Name: Health Initiatives for Youth

Contract Term: Start Date: 08/01/2017 End Date: 08/01/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

We provide after-school health and leadership programming at various high schools in the district. This includes peer health education programs, queer empowerment clubs and GSA support, and health and diversity groups! They provide young people an opportunity to discuss and workshop difficult topics on which they can rarely get advice from teachers or family members, like relationships, sexuality and identity, substance use and abuse, mental health, and managing risk. Starting in the 2016-2017 school year, we'll be offering two separate specific programs to OUSD. One is our federally funded afterschool health and relationships program, SKILL. The second is our City of Oakland-funded afterschool program designed to support queer and questioning youth and their allies.

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 for services.

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 A PARTNER ORGANIZATION
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and
Health Initiatives for Youth _____ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

- SKILL - Sharing Knowledge to Increase Leadership and Learning _____
- Leadership in Diversity _____
- Alameda County Behavioral Health Care Services Anti-Stigma Peer Health Education Program _____
- _____
- _____
- _____

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

HIFY provides health education, peer health education, risk reduction programs, and empowerment programs for OUSD students. This includes educating around sex, substance use, decision-making, queer identities, history, and activism, and more. _____

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

All staff are trained and experienced youth workers/health educators based in Oakland or San Francisco.

HIFY has over twenty years of experience providing culturally competent empowerment programming

and health education to at-risk youth.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

N/A

4. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: _____

- B. 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 under 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all 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 arises.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all 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.
- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the

course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

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

E. Insurance

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. **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, provide reasonable data and information to students participating in the CONTRACTOR’s program.
- G. **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.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *prior to entering schools or interacting with students*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. **Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Subject to state and federal law, ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. **Duration**

This MOU is for the 08/01/2017 -- 08/01/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

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

MAY
MARTIN YOUNG
PARTNERSHIPS
SEE ENCLOSED
AUTHORIZATION

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, 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.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact: Elizabeth Samayoa
Title: Executive Director
Address: 1540 Market St
Suite 300
San Francisco, CA, 94102
E-mail: samayoa@hi4youth.org

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

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

By: Dated: 12/11/2017 (MM/DD/YYYY)
MARTI YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By: Dated: 08/01/2017 (MM/DD/YYYY)
Elizabeth Samayoa (Print Name & Title)
Health Initiatives for Youth (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: Dated: 3.22.18 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District

4/12/18
President, Board of
Education

4/12/18
Secretary, Board of
Education



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2017

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 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 Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com	FAX (A/C, No): (415) 978-3825
	INSURER(S) AFFORDING COVERAGE	
INSURED Health Initiatives for Youth 1540 Market Street #300 San Francisco CA 94102	INSURER A: Nonprofits' Insurance Alliance of	
	INSURER B: Hartford Fire Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1752418687 **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 SUBR INSD 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 <input checked="" type="checkbox"/> Incl. sexual misconduct <input checked="" type="checkbox"/> lia.@ \$ 3,000,000 agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2017-03504-NPO	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2017-03504-NPO	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2017-03504-UMB-NPO	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee dishonesty		2017-03504-PROP	6/1/2017	6/1/2018	Primary limit each claim \$ 25,000
B	Excess employee dishonesty		57BDDGX7044	12/18/2016	12/18/2017	Excess over primary limit \$ 450,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway #440
 Oakland, CA 94607

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

Katherine Berkman/KEB

© 1988-2014 ACORD CORPORATION. All rights reserved.

Named Insured Health Initiatives for Youth

Policy: 2017-03504-NPO

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 Person or Organization:

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, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. 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.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) 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 on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2017

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 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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: _____	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
	E-MAIL ADDRESS: _____	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Employers Assurance Company	NAIC # 25402	
INSURED HEALTH INITIATIVES FOR YOUTH 1540 MARKET ST SUITE 300 San Francisco, CA 94102	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 786455	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="checked" type="checkbox"/> Y <input type="checkbox"/> N/A	EIG111542809	10/01/2017	10/01/2018	<input checked="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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	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
---	--

A© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Program Name	Leadership in Diversity: Support for Queer
Community School Element	Youth leadership
Service Types	Activism/social justice, Mentoring
Program Description	The City of Oakland is funding HIFY's Le
Last verified	10/09/2017 at 11:13 AM by Alexander Cc

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	LGBTQ Youth
Target Grade Levels	9th Grade, 10th Grade, 11th Grade, 1
Service Times	After school
Service Days	Varies

Schools

McClymonds HS	Show Details
Coliseum College Prep Academy	Show Details
Castlemont High School	Show Details
Fremont High School	Show Details
Skyline High School	Show Details
Claremont Middle School	

Program Name	Sharing Knowledge to Increase Leaders
Community School Element	Health & Wellness
Service Types	Drug and Alcohol Prevention, Health edu
Program Description	A 12-session afterschool program for hig
Last verified	10/09/2017 at 11:13 AM by Alexander Cc

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	Chronically Absent Youth, Foster You
Target Grade Levels	9th Grade, 10th Grade, 11th Grade, 1
Service Times	After school
Service Days	Varies

Schools

Dewey Academy [Show Details](#)

Rudsdale Continuation [Show Details](#)

Oakland High School [Show Details](#)

Oakland Technical High School



HEALTH INITIATIVES FOR YOUTH

1540 Market Street, Suite 300, San Francisco CA 94102

Phone: (415) 274-1970 Fax: (415) 274-1976

SCOPE OF WORK: HIFY Programs at Oakland Unified School District:

SKILL (Sharing Knowledge to Increase Leadership & Learning): HIFY's expertise in HIV prevention programming for youth has enabled us to bring more than \$1.4 million in federal prevention funding over 5 years to local communities. We have adapted a nationally-recognized evidence-based curriculum into a dynamic, locally-appropriate sexual health education and substance abuse prevention program and are delivering it to a broad array of underserved youth locally. We address self-care, healthy relationships, trauma, and alcohol and drug use from a harm reduction framework so that young people understand how to better manage risks that increase their vulnerability. We connect youth with key local resources—including local clinics and HIV testing. We also provide training to teachers and youth-serving providers to help them support prevention efforts. Federal funds cover most, but not all, of the costs of delivering this multifaceted program.

Challenging the Stigma of Seeking Mental/Behavioral Health Help: HIFY received an innovation grant from Alameda County Behavioral Health Services to pilot a program challenging stigma related to help-seeking and providing help for mental/behavioral health challenges in three Oakland high schools. We are combining a youth-driven marketing campaign with a youth peer health education program to try to shift stigma around seeking help, and also around listening and providing support to peers. Such stigma is a barrier not only to seeking mental health services but also to pursuing mental health careers. Moreover, given the number of teens affected of anxiety, depression, and suicidal ideation, HIFY has recognized the importance of combining mental health first-aid approaches with our traditional behavioral health strategies.

Leadership in Diversity for LGBT Youth: HIFY delivered empowering programming at four underserved Oakland high schools/middle schools, helping to build an ecosystem of resources in communities where these young people have largely been invisible and at greater risk of negative health and academic outcomes. The program is organized in a 90-minute afterschool timeslot, once per week over 28 weeks at each school, and also includes an average of two hours of collective monthly activities that bring the youth together. The after-school curriculum includes content on LGBT history, culture, and activism, as well as self-care, substance use, and mental health. By helping youth understand how resistance to anti-LGBT bias and oppression created a vibrant LGBT community, we help them to understand their own experiences of bias/oppression and their own capacity for empowerment. They learn both self-care skills (including self-advocacy, decision-making, emotional management, and healthy relationship skills) and leadership/organizing skills. Youth put these leadership skills into action and gain valuable experience planning events and activities. They also have significant voice and choice in identifying the events/activities they want to undertake (e.g., a traditional "Day of Silence" or "Transgender Day of Remembrance" observation; tabling at a school or community event; or other relevant activity). We also organized our first ever summer intensive for LGBT youth, which was a great success.

Elizabeth Samayoa, MPA
Executive Director



HEALTH INITIATIVES FOR YOUTH

1540 Market Street, Suite 300, San Francisco CA 94102

Phone: (415) 274-1970 Fax: (415) 274-1976

STATEMENT OF QUALIFICATIONS

The mission of Health Initiatives for Youth (HIFY) is to improve the health and well-being of underserved young people through innovative youth leadership, popular education, and advocacy in the pursuit of multi-level social change. HIFY was founded in 1992 by a team of committed health care and youth service professionals in response to the immediate need for HIV prevention, treatment, and care for young people in San Francisco. We soon broadened our geography to the East Bay, and widened our focus to address an array of youth health issues from a youth development and social justice perspective. HIFY is widely respected throughout the Bay Area as a leading collaborative organization dedicated to improving youth health, and to enhancing the quality and scope of youth health and social service provision. HIFY works primarily in San Francisco and Alameda Counties, and prioritizes traditionally underserved youth, including low-income youth, youth of color, LGBT youth, and youth who live at the intersections of these identities.

We have a 25-year history of developing innovative programs and resources that have transformed the local culture of youth health education and contributed to meaningful improvements in health infrastructure for young people. HIFY has extensive experience participating in larger collaboratives and partnering with a range of health and youth-serving organizations and networks. For example:

- For 10 years, HIFY spearheaded and administered the Ryan White (Title IV)-funded Project AHEAD, a collaboration of HIV testing services and agencies that provided an integrated system of service for HIV-positive youth in San Francisco.
- With Mental Health Act funding, HIFY was contracted to provide cultural competency training to behavioral health professionals in San Francisco to improve their ability to work with transition-age youth and LGBTQ youth.
- HIFY worked to create youth health clinics at Lincoln and Washington High Schools. HIFY currently trains Youth Outreach Workers (YOWs) for the San Francisco Unified School District, and collaborates with school-based Wellness Centers.
- HIFY took a lead role in the collaborative that created Dimensions Clinic, the only clinic specifically for LGBTQ youth in San Francisco. HIFY was also its fiscal sponsor for many years.
- HIFY has participated actively in the San Francisco Adolescent Health Working Group (AHWG), which successfully pushed the San Francisco Department of Public Health (SFDPH) to establish an office of Adolescent Health. Through our involvement in AHWG, we played a key role in developing the San Francisco Unified School District's current *Be Real, Be Ready* health education curriculum.
- With support from the Oakland Fund for Children and Youth, we created the first "safe space" for LGBTQ youth in West Oakland.
- HIFY has received grants from the CDC, SAMHSA, Office of Minority Health for HIV prevention, sexual health education, and substance abuse prevention programs engaging youth in both Alameda and San Francisco Counties. HIFY has demonstrated year over year, statistically significant improvement in participants' substance abuse and HIV risk and strategy knowledge, awareness and behaviors, baseline to follow up.

In addition, HIFY has collaborated with countless local and regional youth-serving organizations and agencies, and provides technical assistance, support, and training services that have had a direct impact on the quality of youth care and service in this region. We are particularly known for trainings on youth and HIV, youth and substance use, working with LGBTQ youth, and health and youth development for providers in the San Francisco Bay Area.

12/11/2017

2017-2018 OUSD MOU Documents - martin.young@ousd.org - OUSD Mail

Elizabeth Samayoa <Samayoa@hi4youth.org>
to me, helpdesk

Dec 6 (5 days ago)

Dear Martin,

I hereby give my permission to strike Section V; since an MOU revised version has been posted.

Thanks,

es

Elizabeth Samayoa, MPA
Executive Director

Health Initiatives for Youth
[1540 Market Street - Suite 300](#)
[San Francisco CA 94102](#)
Samayoa@HI4Youth.org
 [\(415\) 274-1970 ext 0021](tel:(415)274-1970)
 [\(415\) 274-1976 fax](tel:(415)274-1976)

"What is health to you?"