

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-0496
Introduction Date	4-25-18
Enactment Number	18-0732
Enactment Date	4/25/18 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 - Heart in Balance Counseling & Training Center (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 Heart in Balance Counseling and Training Center. Services to be primarily provided to Community Schools and Student Services Department for the period of September 1, 2017 through August 31, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Heart in Balance Counseling and Training Center provides mental health services supporting students experiencing emotional, social, or behavioral challenges that are hindering their academic success.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between the District and Heart in Balance Counseling and Training Center, Oakland, CA, for the latter to provide mental health counseling services through individual and group sessions to students, meeting with family members when necessary, and consulting with staff and teachers in order to improve the students progress in therapy and the academic setting at Peralta Elementary School, for the period September 1, 2017 through August 31, 2020, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Heart in Balance Counseling and Training Center. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through August 31, 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.** 18-0496

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Heart in Balance Counseling & Training Center

**Contract Term:** Start Date: 09/01/2017 End Date: 08/31/2020

**Annual Cost:** \$ 0

**Approved by:** Andrea Bustamante

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

School-site selected partner for In-Kind agreement.

**Summarize the services this Vendor will be providing.**

Provides mental health services to Elementary, Middle and High Schools in the East Bay community. Heart in Balance achieves this by providing individual and group sessions to students, meeting with family members when necessary and consulting with staff and teachers in order to improve the students progress in therapy and the academic setting.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

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  
Heart in Balance Counseling and Training Center [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:

Heart in Balance School Based 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.

Provide individual and group mental health counseling services at Peralta Elementary.  
These students are referred by staff, teachers, parents and self referral at Peralta.  
\_\_\_\_\_

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

Services will be provided by MFT trainees in practicum and Registered Marriage Family Therapist Interns.

This counselors will be supervised by Licensed Psychotherapists. In addition, they will be receiving

weekly training, including work with school age children and their families.

Heart in Balance has provided these services to Peralta Elementray for the last 2 years.

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

The costs will be \$7000.00/year to be paid by the Peralta Parents Teachers Group directly

to Heart in Balance Counseling & Training Center for administering and carrying out the program.

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).

MCZ  
SEE ATTACHED  
EMAIL  
AUTHORIZATION

VI. **Duration**

This MOU is for the 09/01/2017 -- 08/31/2020 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.

### **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: Patricia E. Craven, LMFT, SEP  
Title: Executive/Clinical Director  
Address: 6536 Telegraph Avenue #C102  
Oakland, CA 94609  
E-mail: [heartinbalancetherapy@gmail.com](mailto:heartinbalancetherapy@gmail.com)

#### **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: 10/17/2017 (MM/DD/YYYY)

MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)

COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 9/21/2017 (MM/DD/YYYY)

PATRICIA E. CRAVEN, EXECUTIVE DIRECTOR (Print Name & Title)

Heart in Balance Counseling and Training Center (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



Aimee Eng, President, Board of Education 4/26/18



Kyla Johnson Trammell, Secretary, Board of Education 4/26/18

Legislative File Id. No. 18-0496

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Enactment Date: 4/25/18

By: er

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

**Certificate of Insurance (Proof of Coverage)      Date Issued: 09/21/2017**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>Insured Name and Mailing Address*</b>	<b>Program Administrator</b>
Heart in Balance Patricia E Craven 6536 Telegraph Ave, Suite C102 Oakland, CA 94609	<b>Administered By:</b> CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 <a href="mailto:info@cphins.com">info@cphins.com</a> <b>Underwritten By:</b> Philadelphia Indemnity Insurance Company
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	

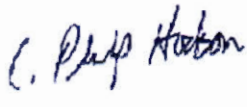
Coverage		
Policy #: 022756	Effective Date: 06/01/2017	Expiration Date: 06/01/2018

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 BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
<i>Each Occurrence (Per individual claim)</i>	<i>Aggregate (Total amount per policy year)</i>	
\$1,000,000	\$3,000,000	Professional Liability
\$1,000,000	\$3,000,000	Commercial General Liability <small>Includes: General Liability, Fire &amp; Water Legal Liability and Personal Liability</small>
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

**Description/Special Provisions:**  
**General Liability Insured Location(s):**  
 100 Lafayette Circle Suite 203 Lafayette, CA 94549 ; 460 63rd Street Oakland, CA 94609 ; 6536 Telegraph Ave Oakland, CA 94549 ; 460 3rd Street Oakland, CA 94609 ; 6536 Telegraph Ave Oakland, CA 94549

<b>Certificate Holder</b>	<b>Cancellation</b>
Oakland Unified School District Attention Risk Manager 1000 Broadway Suite 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.

Holder has also been added to the policy as an additional insured:** [ <input checked="" type="checkbox"/> Yes/No ]  **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
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**DISCLAIMER:**The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY POLICY**

In consideration of the premium paid, this policy is amended as follows:

**Oakland Unified School District** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oakland Unified School District**.

Additional Insured Name and Mailing Address:

Oakland Unified School District  
Attention Risk Manager  
1000 Broadway Suite 440  
Oakland, CA 94607

**\*\*Added to the policy effective 09/21/2017, at the additional premium \$22**

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

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Policy: 022756  
Effective on and after: 09/21/2017  
Issued to: Heart in Balance  
Expiration date: 06/01/2018

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PI-PHCP-3(03/01)



By: Robert O'Leary, Authorized Representative

**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE **SAN FRANCISCO**

**POLICY DECLARATIONS**

**CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

THIS INSURANCE IS EFFECTIVE FROM  
12:01 A.M., PACIFIC STANDARD TIME  
8-11-04 TO 8-01-05 AND SHALL  
AUTOMATICALLY RENEW EACH 8-01  
UNTIL CANCELLED

CONTINUOUS POLICY 1791914-04

HEART IN BALANCE DEPOSIT PREMIUM \$200.00

TELEGRAPH AVE C-201  
OAKLAND, CALIF 94609

MINIMUM PREMIUM \$200.00  
PREMIUM ADJUSTMENT PERIOD ANNUALLY  
N NB

NAME OF EMPLOYER- HEART IN BALANCE  
(A NON-PROFIT CORP.)

TRADE NAMES- HEART IN BALANCE

LOCATIONS- 001 TELEGRAPH AVE C-201  
OAKLAND CA 94609

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-11-04 TO 08-01-05

		BASE RATE	INTERIM BILLING RATE*
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	2.08	2.08

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 201206371

TOTAL ESTIMATED ANNUAL PREMIUM \$200



HOME OFFICE SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY  
 THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

PAGE 2

CONTINUOUS POLICY 1791914-04

\* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 08-11-04 TO 08-01-05

RATING PLAN MODIFIER	1.00000
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>1.00000</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	1.00000

\*\*\*\*\*  
 \*  
 \* PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 08-11-04 TO 08-01-05 \*  
 \* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: \*  
 \* FIRST ABOVE \*  
 \* \$2,500 \$2,500 \*  
 \* 0.0% 17.5% \*  
 \*  
 \*\*\*\*\*

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.



**Heart in Balance  
6536 Telegraph Avenue #C102  
Oakland, CA 94609  
510-496-6002 extension 1**

**Scope of Work  
Oakland Unified School District  
Partnership Program**

Heart in Balance will provide two Marriage Family Therapist or Professional Clinical Counseling Trainees and two Registered Marriage Family Therapist or Registered Professional Clinical Counseling Interns who will provide direct services to students attending Peralta Elementary. Heart in Balance interns will provide (1) individual and group interventions and will be able to provide (2) school consultation services.

The goal of these services is to support students experiencing emotional, social, or behavioral challenges that are hindering their academic success. To meet this goal and support the Interns' integration into Peralta Elementary, Heart in Balance Trainees/Interns will:

- a. Participate in weekly clinical supervision and training that will be provided by Heart in Balance. They will be supervised by a clinician licensed with the California Board of Behavioral Science, under whose license the trainees will deliver services;
- b. Collaborate with school staff and onsite providers;
- c. Act as a resource to school staff and to families of students as needed;
- d. Maintain records in accordance with professional standards; and
- e. Work collaboratively to share space and maintain client confidentiality.

Trainees/Interns shall be at Peralta 4 days a week and will work a minimum of 500 hours of service\_plus HIB will provide a minimum of 58 hours of supervision during the 2017-218 school year.

## Program Information

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Program Name	Heart in Balance School Based Program
Community School Element	Health & Wellness
Service Types	Mental health interventions and services
Program Description	Provides mental health services to Elementary, M
Last verified	09/15/2017 at 09:53 AM by Patricia Craven

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## Program Details

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Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students
Target Grade Levels	Kindergarten, 1st Grade, 2nd Grade, 3rd Grad
Service Times	After school, During school
Service Days	Monday, Tuesday, Wednesday, Thursday, Frid

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## Schools

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Peralta Elementary *(1 customized attribute)*

[Show Details](#)

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## Organization Information

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Name	Heart in Balance Counseling & Training Center
Primary Organization Contact	

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**Heart in Balance**  
**6536 Telegraph Avenue #C102**  
**Oakland, CA 94609**  
**510-496-6002 extension 1**  
**Statement of Qualifications**  
**Oakland Unified School District**  
**Partnership Program**

Heart in Balance is a non-profit corporation, originated in March 2004, that is established to provide education to mental health psychotherapy trainees and interns, in California. Our purpose is to provide a setting in which prospective licensed clinicians can learn and practice an integrative, holistic approach to addressing mental health concerns in our community. It is the goal of Heart in Balance to increase this knowledge within our profession so that a more diverse population will be serviced. The carrying out of this mission will be through:

1. The provision of trainings and workshops both to Heart in Balance's mental health trainees and interns and to the general psychotherapy community at large.
2. The provision of individual and group supervision and case consultation to the trainees and interns, by licensed mental health professionals.
3. The establishment of a counseling center that provides psychotherapy to the general public, for affordable fees that are based on the client's financial and clinical picture.
4. The supporting and mentoring of Heart in Balance trainees/interns in various aspects of developing a professional identity, by creating an individual plan for their educational growth through individual meetings and contact with the Executive Director who is also licensed mental health professional.

In addition, Heart in Balance's vision and commitment is to provide an environment in which individuals, couples, children and families can find support and resources for personal growth and healing in their lives. This vision has come to realization through the work of our supervised registered Marriage and Family Therapist Interns, who possess a broad range of experience and perspectives, and who provide both short and long-term psychotherapy. We provide compassionate and affordable therapy, and have offices throughout the Bay Area.

The therapists at Heart in Balance largely utilize integrative approaches to psychotherapy, with the goal of bringing the intellectual, emotional, physical and spiritual aspects of a person into more healthy balance. We work with individuals, couples, children and families, with the underlying belief that the unique and personal relationship which develops between the therapist and the client is what facilitates growth and change.

Heart in Balance expanded the mission by reaching out to the community and providing our services in partnership with other community organizations. We have done so by providing mental health services to students at Peralta Elementary School for the past 2 years. To carry out this mission we have additionally secured both paid and volunteer supervisors from the community, with specific experience working in a school based programs and created an annual in house supervisors' training program.

The Executive/Clinical Director Patricia E. Craven, LMFT, SEP, has been providing psychotherapy to individuals, families, children and couples for over 30 years. She has also been adjunct faculty at a variety of local universities, including since 1996 at JFK University, Pleasant Hill CA. In addition, she has been employed as directors, assistant directors and coordinators of several clinical programs in a variety of mental health programs.

Patricia Craven

10:26 PM (16 hours ago)

to me

Martin,

Yes, it is fine if you strike the Section V, C. Data language. We have signed releases from parents to consult with staff and teachers at the school in order to provide our services.

Hope this email is enough to confirm our agreement to have this portion of Section V strikes.

Thank you,

Patricia E. Craven, LMFT, SEP  
Executive Director  
Heart in Balance

On Fri, Oct 20, 2017 at 4:46 PM, Martin Young <[martin.young@ousd.org](mailto:martin.young@ousd.org)> wrote:

Hello Patricia-

Can you confirm that it's OK for me to strike the Section V, C. Data language? Alternatively, we would have to have you complete the brand new MOU, which has not been published yet. I would hate to delay you any further.

Many thanks,

Martin

**Martin C. Young**  
Partnerships Manager  
Community Schools Student Services  
Oakland Unified School District  
*Community Schools, Thriving Students*  
[www.ousd.org/partnerships](http://www.ousd.org/partnerships)  
[martin.young@ousd.org](mailto:martin.young@ousd.org)  
(510) 879-2928 office  
(510) 414-9305 mobile

Dec 5 (6 days ago)

**Kira Lancaster**

to me

Hi Martin,

Happy Holidays! Yes, you have my permission to strike that section (or that part of it).

Thanks,


Kira

**Kira Lancaster**

Owner/ Instructor

Kinderdance East Bay

415-385-6501

[KinderdanceEastBay@yahoo.com](mailto:KinderdanceEastBay@yahoo.com)<http://www.kinderdanceeastbay.com/>Inline image

Kinderdance East Bay

[4200 Park Blvd., #292](#)[Oakland, CA 94602](#)On Tuesday, December 5, 2017, 3:46:46 PM PST, Martin Young <[martin.young@ousd.org](mailto:martin.young@ousd.org)> wrote:

Hello Kira-

I hope this note finds you well. As I'm preparing to process your MOU, I have one more question.

Regarding the MOU, since we have posted a revised version, can you give your permission for us to strike Section V, C. Data because that language has been removed due to privacy laws? We will include your email permission with the package that is submitted to the board. This pivot does not change the way we handle data. We offer public data at [ousddata.org](http://ousddata.org) and we have always required a separate data sharing agreement for nonpublic data.

Many thanks,

Martin

**Martin C. Young**

Partnerships Manager

Community Schools &amp; Student Services

Oakland Unified School District

*Community Schools, Thriving Students*[www.ousd.org/partnerships](http://www.ousd.org/partnerships)[martin.young@ousd.org](mailto:martin.young@ousd.org)

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