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Introduction Date	6/29/16
Enactment Number	16-1264
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 Fred Finch Youth Center to Operate Health Center**

Action Requested **Approval of MOU with Fred Finch Youth Center to Operate Health Center**

Background and Discussion Fred Finch Youth Center will operate the school based health center at Bret Harte Middle School for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

Recommendation Approval of MOU with Fred Finch Youth Center 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. 16-1627

Department: Student Services

Vendor Name: Fred Finch Youth Center

Contract Term: Start Date: 7/1/15 End Date: 6/30/19

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**

- Individual and/or group counseling and health education relating to drugs and alcohol, physical and sexual abuse, sexually transmitted infections, HIV, pregnancy prevention, suicide prevention grief and loss, sexuality, school, family and general mental health services;
- Academic support;
- Crisis Intervention;
- Behavioral Interventions;
- Health and mental health education workshops;
- Youth development activities; and
- Oral Health Screening and Varnish Application.

Contact

For more information about Fred Finch Youth Center or its services, please contact:

receptionist@fredfinch.org

510-482-2244 x 5200

510-488-1960 (fax)

fredfinch.org

3800 Coolidge Ave., Oakland Ca, 94602

**MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
Fred Finch Youth Center**

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between **Oakland Unified School District (“OUSD”)** and **Fred Finch Youth Center**.

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 (Rising Harte Wellness Center, or RHWC), **Fred Finch Youth Center** partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. **Fred Finch Youth Center** will partner with other service providers at the RHWC site to provide health and mental health services that remove barriers to learning and ensure increased access to care. **Fred Finch Youth Center** 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
Rising Harte Wellness Center	3800 Coolidge Ave., Oakland, CA 94602	Bret Harte Middle School: 3700 Coolidge Ave., Oakland, CA 94602

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 (FERPA)**—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, or without the consent of the student, and/or eligible student and/or guardian, as provided for under HIPAA, FERPA and other applicable privacy regulations. 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. **Access**—Provide access for students to the Fred Finch Youth Center campus.
- B. **Participation**—Participate in Stakeholders Meetings for the Rising Harte Wellness Center.
- 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).
- D. **Confidentiality**—OUSD shall maintain strict confidentiality of all information about individual students with which it may come in contact in the course of its partnership with Fred Finch Youth Center, and will not re-

disclose any such information without the express consent of the student/participant and/or eligible student/ and or guardian.

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: 31 May 2016

THOMAS N ALEXANDER PRESIDENT - CEO

Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form and procedure by:



Jacqueline Minor, General Counsel

Date: 6/29/16



Antwan Wilson, Superintendent

Date: 6/30/16



James Harris, Board of Education, President

Date: 6/30/16



CERTIFICATE OF LIABILITY INSURANCE

FREDF-2

OP ID: DA

DATE (MM/DD/YYYY)

04/04/2016

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 Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 John B. Suhr, MS, CPCU, CRM, C	CONTACT NAME: John B. Suhr, MS CPCU CRM CRIS PHONE (A/C, No, Ext): 408-510-5440 E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Ins.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Redwood Fire & Casualty Ins Co</td> <td>11673</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins.	18058	INSURER B : Redwood Fire & Casualty Ins Co	11673	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	PHPK1476856	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1476856	04/01/2016	04/01/2017	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB536221	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	FRWC703940	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK1476856	04/01/2016	04/01/2017	Occ Limit 1,000,000
A	Sexual Abuse Liab			PHPK1476856	04/01/2016	04/01/2017	Occ Limit 1,000,000

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

RE: As Per Contact or Agreement on file with Insured.
 Oakland Unified School District is named as additional insured on General Liability policy if required by written contact per attached endorsement.

CERTIFICATE HOLDER

OAKLAND

Oakland Unified School District
 2850 West Street
 Oakland, CA 94608

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DJ Chhabra Bruce Soublet
Ira James Richard J. Walter
Elisabeth Jewel Matt Williams
Brad Johnson Burt Yin
Greg Kershaw

May 5, 2016

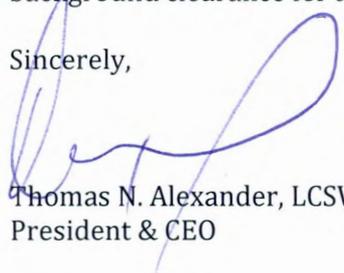
Mara Larsen-Fleming, MPP/MPH
Director, Health and Wellness
Community Schools and Student Services
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607

Re: TB and Fingerprint Clearance for Fred Finch Youth Center Employees

Ms. Larsen-Fleming,

This letter is provided to verify that Fred Finch Youth Center completes TB and fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Sincerely,



Thomas N. Alexander, LCSW
President & CEO

3800 Coolidge Avenue, Oakland, California 94602 3434 Grove Street, Lemon Grove, California 91945
P: 510-482-2244 F: 510-488-1960 P: 619-281-3706 F: 619-281-3714

www.fredfinch.org



Statement of Qualifications – Fred Finch Youth Center

Overview

Fred Finch Youth Center was founded in 1891 on principle that no one – regardless of their background, financial status or personal challenges – should be neglected or forgotten. Initially an orphanage, Fred Finch Youth Center evolved to meet the changing needs of the community by shifting its focus to serving foster youth, who were experiencing higher rates of poverty, joblessness, substance use, addiction, developmental disabilities and emotional impairments than the general population. Since the 1970s, Fred Finch Youth Center has specialized in serving youth who require unique services not available at other agencies. Fred Finch Youth Center seeks to provide innovative, effective services supporting children, youth, young adults and families to heal from trauma and lead healthier productive lives. We work with young people to overcome multiple and simultaneous challenges, including homelessness, economic disadvantage, mental health and cognitive disabilities and histories of significant trauma and loss.

Services

Rising Harte Wellness Center is a collaborative project of Fred Finch Youth Center (FFYC) and Native American Health Center (NAHC). Rising Harte is not only a new School-Linked Health Center, but also wellness center open to Transition Age Youth (TAY) from ages 16-25. Although we are serving two different age groups, our main goal is to provide free and confidential services to students, families and the community. The idea is to help reduce unequal access and care, and to improve the overall health (academically, emotionally and mentally) for youth that are underserved at Bret Harte Middle School (BHMS) and within the surrounding community. We want to make sure staying healthy and having access to health care services is not a barrier to our students' academic success, and our TAY's overall well-being. Our services include the following:

- Diagnosis and treatment of minor and acute illnesses and first aid for minor injuries;
- Assistance with chronic (on-going) illnesses;
- Physical examinations (general, sports, pre-employment);
- Laboratory service, dental, vision & hearing screenings;
- Immunizations;
- Prescription and over-the-counter medications;
- Diagnosis, treatment, & prevention of sexually transmitted infections;
- Pregnancy testing, prescription(s) for contraception, and referral for prenatal care;
- Nutrition assessment and counseling;

- Individual and/or group counseling and health education relating to drugs and alcohol, physical and sexual abuse, sexually transmitted infections, HIV, pregnancy prevention, suicide prevention grief and loss, sexuality, school, family and general mental health services;
- Academic support;
- Crisis Intervention;
- Behavioral Interventions;
- Health and mental health education workshops;
- Youth development activities; and
- Oral Health Screening and Varnish Application.

Contact

For more information about Fred Finch Youth Center or its services, please contact:

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