Board Office Use: Le	gislative File Info.
File ID Number	18-0592
Introduction Date	4/11/18
Enactment Number	18-0604
Enactment Date	4/11/18 lf



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
Board Meeting Date (To be completed by Procurement)	<u>April 11, 2018</u>
Subject	Memorandum of Understanding - New Bridge Foundation - ASPIRE (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 New Bridge Foundation - ASPIRE. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 2019.
Background A one paragraph explanation of why the consultant's services are needed.	Founded in 1968, New Bridge Foundation provides culturally competent drug and alcohol services to students through counseling and education to develop the skills necessary to live productive and healthy lives without the use of drugs or alcohol.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between the District and New Bridge Foundation - ASPIRE, Berkeley, CA, for the latter to provide individual and group counseling and intervention to address alcohol and other drug issues at West Oakland Middle School, Frick Middle School, and Castlemont High School for the period of July 1, 2017 through June 30, 2019, at no cost to the District.
Recommendation	Approval by the Board of Education of a Memorandum of Understanding between the District and New Bridge Foundation - ASPIRE. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 2019.
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. 18-0592
Department: 922/Community Schools and Student Services
Vendor Name: New Bridge Foundation- ASPIRE
Contract Term: Start Date: 07/01/2017 End Date: 06/30/2019
Annual Cost: \$
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.
Individual and group counseling to address alcohol and other drug education and intervention, and other issues that are directly related to the behaviors that are associated with maladaptive choices.
Telated to the behaviors that are associated with maladaptive choices.
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)	Pleas	se check the competitive bid exception relied upon:
	Ц	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)
	Ц	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

11/14/2017

OUSD Community Partner Platform

Program Name	ASPIRE
Community School Element	Health & Wellness
Service Types	Mental health interventions and services
Program Description	Individual and group counseling to address AOD education
Last verified	08/23/2017 at 02:00 PM by Georgette Cobbs

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	not provided
Target Demographic Groups	All Students
Target Grade Levels	not provided
Service Times	During school
Service Days	Tuesday, Thursday, Friday

Schools

West Oakland Middle School	Show Details
Castlemont High School	Show Details
Frick Middle School (2 customized attributes)	Show Details

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 New Bridge Foundation [CONTRACTOR—name of your organization].

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 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:

SPIRE 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.

Alcohol and other drug (AOD) counseling of students with confirmed AOD use or symptoms of substance

abuse disorder (SUD). Group counseling of students with confirmed AOD use or symptoms of substance

abuse disorder (SUD) Community outreach through prevention campaigns (i e Red Ribbon Week, etc.)

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

The New Bridge Foundation was founded in 1968 with a mission to provide AOD counseling to adults.

The ASPIRE program is the school based adolescent service aimed at decreasing and ending AOD use

among young people. ASPIRE has been an operating as a program on the New Bindge Foundation for

20 years, having done work at over more than 15 school sites. AOD Counselors are CAADE certified

- Please check <u>all</u> 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:
 - 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.
- 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.
- Fingerprinting of Employees and Agents. The fingerprinting and criminal D. background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement 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

- <u>General Liability</u>: *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 agreement if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.
- <u>Workers' Compensation:</u> 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 by August 31 of each year, 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. <u>TB and Fingerprinting Clearance</u>;

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, including janitorial services, maintenance, utilities, and technology support.
- C. Data—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.
 - 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 invited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 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).

This MOU is for the 7/1/2017 -- 6/30/2019 period.

VII. Termination

2.

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.

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.

MARTIN YOUNG PARTNERSHIPS,

COMMUNITY

SCHOOLS

SEE ENCLOSED

EMAIL AUTHORIZATION

and year set forth pelow	ment have duly executed it on the day, month
By: Agg Al Date	ed: <u>7/1/2017</u> (MM/DD/YYYY)
Ruby De Tie, Principal	(Print Name & Title)
Frick Impact Academy	(Sponsoring OUSD Department)
By: Date Date	ed: 1/2017 (MM/DD/YYYY)
Georgette Cobbs, Director of Adolescent Services	(Print Name & Title)
New Bridge Foundation	(CONTRACTOR—Org. Name)

Approved as to form and procedure

Dated: 3/21/18 (MM/DD/YYYY) By: Attorney, Office of the General Counsel

4/12/18

Oakland Unified School District

Aime Eng

President, Board of Education

J. B. han

Secretary, Board of Education

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

4/12/18



Martin Young <martin.young@ousd.org>

New Bridge Foundation- ASPIRE

Georgette Cobbs <Georgette@newbridgefoundation.org> Fri, Nov 3, 2017 at 10:56 AM To: Martin Young <martin.young@ousd.org> Cc: Jaymie Lollie <jaymie.lollie@ousd.org>, Bernadette Stafford <bernadette@newbridgefoundation.org>

Good Morning Martin,

You have my permission to strike Section V, C. I am attaching the endorsement pages, as well. Please advise if there is anything still outstanding.

Sincerely,

Georgette Cobbs, LMFT#46161 Director Adolescent Services New Bridge Foundation, Inc. (510)558-1990 x209 georgette@newbridgefoundation.org

From: Jaymie Lollie [mailto:jaymie.lollie@ousd.org] Sent: Thursday, November 2, 2017 11:25 AM To: Georgette Cobbs <Georgette@newbridgefoundation.org> Cc: Martin Young <martin.young@ousd.org> Subject: Re: New Bridge Foundation- ASPIRE

[Quoted text hidden]

Certificate.pdf 164K July 13, 2017

Frick Middle School

Oakland, CA 94605

Attention: Jaymie Lollie

Scope of Work:

The ASPIRE (Adolescent Services Providing Inspiration, Recovery and Education) Program provides oncampus drug and alcohol services to students in East and West Oakland. ASPIRE's services include: Assessment and Referral, Individual Counseling, Group Therapy, Family Support and Education, Relapse Prevention, Conflict Resolution, Faculty Education, Substance Prevention and Education for youth, Development of Positive Support Systems, and innovative and interactive workshops.

Students are referred to the ASPIRE counselors for a drug and alcohol assessment after having been identified as a confirmed or potential substance user; an assessment is completed and an appropriate action-plan is determined. The student can be recommended to join a treatment group or individual sessions depending on their ability to work with others. If the student is accepted into the group, he/she attends group and/or individual sessions for a 16-week period. At the completion of the treatment, the counselor will develop a discharge plan with the student. This plan may include another 16-week treatment cycle and/or a community or psychotherapy referral. The majority of the students request to stay in the program for the entire school year. Treatment also includes crisis counseling for students who are in need of immediate support. We also encourage parent involvement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2017

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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED	\$100,0	
	CLAIMS-MADE X OCCOR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000	
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	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE		
_	DESCRIPTION OF OPERATIONS below			_			E.L. DISEASE - POLICY LIMIT	\$1,000	0,000
A	Crime Coverage		HHS8525974-10		4/1/2017	4/1/2018	Employee Dishonesty Deductible:	\$500,0 \$5,000	
Ri Po So \$1 \$3 Se	GRIPTION OF OPERATIONS / LOCATIONS / VEHIC iveport Insurance Company blicy Period: 04/01/17 - 04/01/18 blicy #HHS8525974-10 bcial Service Professional Liability 1,000,000 Per Occurrence 8,000,000 Aggregate Limit bee Attached	LES (ACOF	D 101, Additional Remarks Schedu						
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	Oakland Unified School Distri Attention: Risk Management 1000 Broadway Suite 440 Oakland CA 94607	ct		AUTHO	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		
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AGENCY CUSTOMER ID:

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New Bridge Foundation Inc. 2323 Hearst Avenue	
POLICY NUMBER		Berkeley, CA 94709-1319	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Oakland Unified School District is named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oakland Unified School District	

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

 Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

July 13, 2017

Frick Middle School

Oakland, CA 94605

Attention: Jaymie Lollie

Statement of Qualifications:

New Bridge Foundation (NBF) is a non-profit organization with a history of more than 40 years of providing effective substance abuse prevention and treatment to adults and adolescents in Alameda County. As one of the California's oldest licensed treatment programs founded in 1968, NBF is recognized as a model program for the effective treatment of substance abusers. A key element to the success of NBF's service delivery model is the use of a cultural mix of recovering addicts and licensed professionals combined with a culturally-relevant and creative approach to drug and alcohol treatment. The primary goal of each of NBF's programs is to provide adults and adolescents with the education, support, and skills necessary to live productive and healthy lives without the use of drugs and alcohol. NBF is licensed and certified by the State of California Department of Alcohol and Drug programs and has received the highest accreditation from the Commission for Accreditation of Rehabilitation Facilities (CARF).

SAM Search Results List of records matching your search for : Search Term : new* bridge* foundation* Record Status: Active	
DUNS: 123366887 +4:	CAGE Code: 6XHU6 DoDAAC:
Expiration Date: Sep 27, 2018 Has Ac	ive Exclusion?: No Debt Subject to Offset?: No
Address: 2323 Hearst Ave	State/Dravinger CALIFORNIA
City: Berkeley ZIP Code: 94709-1319	State/Province: CALIFORNIA Country: UNITED STATES