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Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Mara Larsen-Fleming, Director, Health and Wellness

Board Meeting Date

October 28, 2020

Subject

Memorandum of Understanding with Rising Harte Wellness Center at Fred Finch Youth

Center to Operate School Based Health Center and COVID Amendment

Action Requested and Recommendation

Approval of Memorandum of Understanding with Rising Harte Wellness Center at Fred Finch

Youth Center to Operate School Based Health Center.

Background

(Why do we need these services? Why have you selected this vendor?) Through its school-based health center, Rising Harte Wellness Center at 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. Rising Harte Wellness Center at Fred Finch Youth Center will partner with other service providers at this location to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

Discussion

Approval by the Board of Education of a Memorandum of Understanding between District and Rising Harte Wellness Center at Fred Finch Youth Center, Oakland, CA, for the latter to operate the school based health center, Rising Harte Wellness Center at Fred Finch Youth Center, serving Bret Harte Middle School, and providing access to any OUSD student, as delineated in the Scope of Work, incorporated herein by reference as though fully set forth, for the Health and Wellness unit of the Community Schools and Student Services Department for the term July 1,2019 to June 30, 2023, at no cost to the District.

Fiscal Impact

No Fiscal Impact

Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND Rising Harte Wellness Center at 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 unless the cost is agreed to, in writing, by all parties.

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school 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

Additional Schools Served include:

- All OUSD students have access to Rising Harte Wellness Center.
- 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:

 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.

- 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.
- 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—CONTRACTOR shall provide evidence of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence including coverage for claims of sexual abuse and molestation, sexual misconduct, harassment, bodily injury and property damage. The coverage shall name OUSD as an additional insured and CONTRACTOR shall 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, CONTRACTOR agrees to 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. CONTRACTOR and OUSD will refer to the School-Based Health Center Guidelines for Patient Information Sharing document.
- 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). CONTRACTOR shall only use student data that is provided consistent with FERPA and state privacy law by OUSD whenever applicable, appropriate and approved by OUSD.

D. Confidentiality—QUSD 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 redisclose 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 07/01/2019 to 06/30/2023.

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 HARMLESS/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; _1./18/19
Thomas N. Allxander Print Name, Title	
OAKLAND UNIFIED SCHOOL DISTRICT	
Kyla Johnson-Trammell, Superintendent	Date:
Jody London, Board of Education President	Date:
Sponsoring Department of Site Principal	Date:
Approved as to form:	
Andrea Hons Office of the General Coursel	Date: <u>9/30/19</u>

VendorID:	<u> </u>
Vendor Name: _	Rising Harte Wellness Center at Fred Finch Youth Center

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [Rising Harte Wellness Center at Fred Finch Youth Center] ("CONTRACTOR", together with OUSD, "PARTIES").

A. Recitals. Both OUSD and CONTRACTOR agree to the following recitals:

 On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.

 The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.

- The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term**. Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. Scope of Work. The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. Invoicing. The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. Electronic Signatures. This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCI	HOOL DISTRICT	CONTRACTOR	
Sondra Aguilera	8/24/2020	gus	7/6/2020
Chief or Deputy Chief	Date	Contractor Signature	Date
Sondra Aguilera	CAO	T	
Print Name, Title		Thomas N. Alexander, Pr	esident and CEO
		Print Name, Title	
Jody London President	Date		
Kyla Johnson-Trammell Secretary	Date		

Previously approved as to form by OUSD General Counsel



CERTIFICATE OF LIABILITY INSURANCE

03/28/2019

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(les) must have ADDITIONAL INSURED provisions or 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	408-510-5440	CONTACT NAME:				
910 E. Hamilton Ave.		PHONE (A/C, No, Ext): 408-510-5440 FAX (A/C, No):				
Suite 410 Campbell, CA 95008		E-MAIL ADDRESS:				
Peter Leary, MBA, CISR, CRIS	1783	INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: Philadelphia Indemnity Ins.	18058			
INSURED Fred Finch Youth Center		INSURER B : Redwood Fire & Casualty Ins Co	11673			
INSURED Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602		INSURER C:				
Outland, OA 34002		INSURER D :				
		INSURER E :				
		INSURER F:				
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.

NSR		TYPE OF INSURANCE	ADDL	SUBR POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	9	
A	X COMMERCIAL GENERAL LIABILITY				(MIM/DD/TTTT)	(WIW/DD/TTTT)	EACH OCCURRENCE	s	1,000,00
	CI	AIMS-MADE X OCCUR	X	PHPK1962498	04/01/2019	04/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,00
				THE PERSON N			MED EXP (Any one person)	\$	20,00
							PERSONAL & ADV INJURY	\$	1,000,00
8.		EGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,00
	POLICY	PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,00
	OTHER						Emp Ben.	\$	1,000,00
Α	AUTOMOBIL						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,00
	X ANY AL	SCHEDULED		PHPK1962498	04/01/2019	04/01/2020	BODILY INJURY (Per person)	\$	
	AUTOS	ONLY AUTOS					BODILY INJURY (Per accident)	\$	
3	HIRED AUTOS	ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
Α	V							S	
A	50000000	LLA LIAB X OCCUR					EACH OCCURRENCE	\$	10,000,00
	EXCES	40.00		PHUB670077	04/01/2019	04/01/2020	AGGREGATE	\$	10,000,00
D		X RETENTION\$ 10,000	,					\$	
В	WORKERS CO AND EMPLOY	OMPENSATION ERS' LIABILITY					X PER OTH-		
3	ANY PROPRIE	TOR/PARTNER/EXECUTIVE MBER EXCLUDED?	N/A	FRWC011573	03/01/2019	03/01/2020	E.L. EACH ACCIDENT	\$	1,000,00
If ve		Mandatory in NH) yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	1,000,00
	DESCRIPTION	N OF OPERATIONS below		*			E.L. DISEASE - POLICY LIMIT	\$	1,000,00

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
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OAKLAND

UAKLA

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

Oakland Unified School District 2850 West Street Oakland, CA 94608

AUTHORIZED REPRESENTATIV

CANCELLATION

Mike Forge

NOTEPAD

INSURED'S NAME Fred Finch Youth Center

FREDF-2 OP ID: NI

PAGE 2 Date 03/28/2019

UMBRELLA COVERAGE FOLLOWS FORM FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY & WORKERS COMPENSATION.

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

	Person(s) Or C District			
			-challe	

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

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 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
- 2. 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.



BOARD OF DIRECTORS

Eletabatin Jawas Chengers 1530 Buyo Burbos Minerios Cartaria Advanted Chan Currier Chan e Japania Non Katanakan Sand locares April South Brace Souther Best Legal Resided J. Watte Mail Williams Bost Victoria

November 18, 2019

Eia Gardner Clinic Liaison, Health & Wellness Community Schools & Student Services Oakland Unified School District 1000 Broadway, Suite 150 Oakland, CA 94607

Re: TB/Fingerprinting Clearance for Fred Finch Youth Center DBA Fred Finch Youth and Family Services Employees

Ms. Gardner,

This letter is provided to verify that Fred Finch Youth Center DBA Fred Finch Youth and Family Services complete TB and Fingerprint background clearance for all staff and subcontractors working at OUSD schools.

Lois Woods

Senior Human Resources Director



Statement of Qualifications – Fred Finch Youth Center Doing Business As Fred Finch Youth and Family Services

Overview

Fred Finch Youth and Family Services 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 and Family Services 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 and Family Services has specialized in serving youth who require unique services not available at other agencies. Fred Finch Youth and Family Services 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 and Family Services (FFYC) and Native American Health Center (NAHC). Rising Harte is a School-Linked Health Center that serves both school age students and 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 and Family Services 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

SAM Search Results List of records matching your search for:

Search Term: fred finch* Record Status: Active

ENTITY Fred Finch Youth Center

Status: Active

DUNS: 073933434

+4:

CAGE Code: 4GB77

DoDAAC:

Expiration Date: 09/29/2020

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 3800 Coolidge Ave

ZIP Code: 94602-3311

City: Oakland

Country: UNITED STATES

State/Province: CALIFORNIA

SAM Search Results List of records matching your search for :

Search Term : rising harte wellness center* Record Status: Active

No Search Results