

Board Office Use: Legislative File Info.	
File ID Number	11-3234
Introduction Date	1-11-12
Enactment Number	12-0074
Enactment Date	1-11-12 <i>20</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 1-11-12

**Subject** Professional Services Contract -  
East Bay Agency for Children Oakland CA (contractor, City State)  
922 / Family, Schools, and Community Partnerships Dept. (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 922 / Family, Schools, and Community Partne for the period of 07/01/2011 through 06/30/2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Through its school-based health center, East Bay Agency for Children (EBAC) has partnered with Frick Middle School and Native American Health Center to help meet the medical, mental health, health education and youth development needs of students. EBAC partners with other service providers on this campus to provide a holistic set of wrap-around services. These services remove barriers to learning and ensure increased access for under served communities. Medical services will be provided by Native American Health Center.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of A Professional Services Contract between Oakland Unified School District and East Bay Agency for Children, Oakland, CA for the latter to provide a range of services, to include administration of the school-based health center, case management and mental health counseling, youth development programs, professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on and off site for the period of July 1, 2011 through June 30, 2015, at no cost to the District.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 922 / Family, Schools, and Community Partne for the period of 07/01/2011 through 06/30/2015.

**Fiscal Impact** Funding resource name (please spell out) No Fiscal Impact  
not to exceed \$ 0.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications



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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and East Bay Agency for Children (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 07/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ZERO COST Dollars (\$0.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.

### 6. CONTRACTOR Qualifications / Performance of Services.

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: Mara Larsen-Fleming  
Site /Dept.: 922 / Family, Schools, and Community Partnerships  
Address: 495 Jones Avenue  
Oakland, CA 94603  
Phone: (510) 639-3338

**CONTRACTOR:**

Name: Steve Eckert  
Title: Executive Director  
Address: 303 Van Buren Avenue  
Oakland CA 94610  
Phone: (510) 267-3770

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

**9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

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.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

**11. Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.



Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there 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 and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** 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 on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **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 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 Agreement, 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 contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: SE

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).



Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **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 officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 07/01/2011 Work shall be completed by: 06/30/2015 Total Fee: \$0.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

Secretary, Board of Education

12-19-11  
Date

Date

CONTRACTOR

[Signature]  
Contractor Signature

Steve Eckert Executive Director  
Print Name, Title

9/22/11  
Date

Certified:  
[Signature]  
Edgar Rakestraw, Jr., Secretary  
Board of Education

**LEGISLATIVE FILE**  
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**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. **[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.**

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Approval by the Board of Education of A Professional Services Contract between Oakland Unified School District and East Bay Agency for Children, Oakland, CA for the latter to provide a range of services, including 1) administration of the school-based health center, 2) case management and mental health counseling, 3) youth development programs, 4) professional development for school staff, 5) outreach to youth and their families, 6) community-wide health promotion events and activities, and 7) referrals to health and social service providers on and off site for the period of July 1, 2011 through June 30, 2015, at no cost to the District. Medical services will be provided by Native American Health Center.

**SCOPE OF WORK**

East Bay Agency for Children will provide a maximum of 8,320.00 hours of services at a rate of \$ 0.00 per hour for a total not to exceed \$0.00. Services are anticipated to begin on 07/01/2011 and end on 06/30/2015.

**1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Through its school-based health center, East Bay Agency for Children (EBAC) has partnered with Frick Middle School and Native American Health Center to help meet the medical, mental health, health education and youth development needs of students. EBAC partners with other service providers on this campus to provide a holistic set of wrap-around services. These services remove barriers to learning and ensure increased access for under served communities.

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

1) Comprehensive Medical, Mental Health, and Health Education Services will be provided to remove barriers to learning, so that students can participate more fully in school. 2) The school-based health center will provide first aid services to assess and treat minor illness and injury, so that students can return to class. Comprehensive Medical, Mental Health and Health Education Services will also be provided to remove barriers to learning, so that students can participate more fully in school. 3) Classroom and/or workshop-based job readiness education for students will assist in the development of job skills and exposure to health, educational and mental health professions. 4) The school-based health centers will increase access to medical, health education and youth development services. For specific measurable outcomes, please see attachment 'OUSD Strategic Questions: School-Based Health Centers/Impact'.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district          |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## OUSD Strategic Questions: School-Based Health Centers/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please complete the table below with specific information about how your school-based health center will support one or more of the desired outcomes listed below.

Lead Agency Partner: East Bay Agency for Children (EBAC)

School(s) Served: Frick Middle School

<b>Strategic Questions &amp; Desired Outcomes</b>	<b>Activities: What school-based health center program activities will support the desired outcomes?</b>	<b>Metrics: How will the program measure its efforts to support the desired outcomes?</b>
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<ul style="list-style-type: none"> <li>• Youth Leadership Team focuses on positive youth development and advocacy around health issues.</li> <li>• Medical, Mental Health and Health Education Services (additionally Dental Treatment will be provided at Elev8 sites). <b>Please note:</b> Given the variety of interventions aimed at increasing the number of students graduating from high school, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness.</li> </ul>	<ul style="list-style-type: none"> <li>• # Youth participating in youth development programs</li> <li>• % youth development program participants that report increased protective factors and resiliency after program participation (e.g. satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.)</li> <li>• % clients that 'strongly agree' or 'agree' that the school health center helps them to have goals, plan for the future, do better in school and deal with personal and/or family issues.</li> <li>• % student population and client population that report that the school-based health center helped them to do better in school (California Healthy Kids Survey).</li> </ul>



<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> <li>• First aid/triage services to assess and treat minor illness and injury, so that students can return to class.</li> <li>• Medical, Mental Health and Health Education Services (additionally Dental Treatment will be provided at Elev8 sites). <b>Please note:</b> Given the variety of interventions aimed at increasing attendance, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness.</li> <li>• Case management and follow-up to small caseload of youth and their families identified due to truancy or tardiness patterns</li> <li>• Health Center staff will use youth engagement strategies to promote use of health center and encourage participation in Youth Development activities. These activities will include a health fair, lunch time interactive questions and education, grief support groups, peer leadership groups, anti-bullying workgroup,</li> </ul>	<ul style="list-style-type: none"> <li>• # of students treated and returned to class</li> <li>• % Student population that are clients</li> <li>• # Service and staffing hours offered by each program</li> <li>• # Clients served, by type of visit</li> <li>• # of visits by visit type</li> <li>• # COST referrals</li> <li>• # of internal/external referrals provided</li> <li>• # Youth participating in youth development programs</li> <li>• % youth development program participants that report increased protective factors and resiliency after program participation (e.g. satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.)</li> </ul>
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<ul style="list-style-type: none"> <li>• Classroom and/or workshop-based job readiness education for students</li> </ul>	<ul style="list-style-type: none"> <li>• # Youth participating in youth development program</li> </ul>
<p>Health Services: How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> <li>• Physical exams/sports physicals</li> <li>• Diagnosis and treatment of minor illness, injury and medical conditions</li> <li>• STD screening and treatment</li> <li>• Clinical, classroom and workshop-based health education for students and families</li> <li>• Community-wide health promotion events and</li> </ul>	<ul style="list-style-type: none"> <li>• # Outreach activities conducted to inform students and staff about services</li> <li>• % Student population that are clients</li> <li>• # Service and staffing hours</li> </ul>



	<p>activities (e.g. health fairs)</p> <ul style="list-style-type: none"> <li>• Health insurance enrollment</li> <li>• Referral to health and social service providers on and off-site, including referral back to Primary Care Providers (PCPs) and/or specialty providers as appropriate.</li> <li>• Case management and follow-up to ensure that students received needed services.</li> <li>• Participation in Coordination of Services Team (COST) to field and manage referrals from school community and match students with needed support services.</li> <li>• Outreach to inform students, parents and staff about services and how to refer.</li> </ul>	<p>offered by each program</p> <ul style="list-style-type: none"> <li>• # Clients served, by type of visit</li> <li>• # of visits by visit type</li> <li>• Maintained or increased % of students enrolled in services each year</li> <li>• # of internal/external referrals provided</li> <li>• Increased % clients/students at school reporting the program helped them to get selected services that increased their access to and utilization of care</li> </ul>
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**Narrative for Board Memo: (please complete all highlighted sections)**

The School-Based Health Center Lead Agency, East Bay Agency for Children, in partnership with Native American Health Center (separate Professional Services Contract), will provide comprehensive health services during the 2011-12 school-year at Frick Middle School. The Lead Agency will work collaboratively with school leadership to develop health and wellness programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the school-based health center, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: Comprehensive Medical, Mental Health, and Health Education Services will be provided to remove barriers to learning, so that students can participate more fully in school. **Please note:** Given the variety of interventions aimed at increasing the number of students graduating from high school, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness. Youth leadership team activities will employ youth engagement strategies to both encourage use of health center and participation in youth development activities. Engaging youth in the development and execution of school wide health center activities increases their investment, which improves protective factors and resiliency factors such as satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.



- Increase School Day Attendance: The school-based health center will provide first aid/triage services to assess and treat minor illness and injury, so that students can return to class. Comprehensive Medical, Mental Health and Health Education Services will also be provided to remove barriers to learning, so that students can participate more fully in school. **Please note:** Given the variety of interventions aimed at increasing attendance, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness. Case management, health fair, lunch time interactive questions and education, grief support groups, peer leadership groups, anti-bullying workgroups and health education workshops, serve to improve protective factors and resiliency factors such as satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.
- Job Skills/Career readiness: Classroom and/or workshop-based job readiness education for students will assist in the development of job skills and exposure to health, educational and mental health professions.
- Access to Health Services: The school-based health centers will increase access to medical, health education and youth development services, including 1) physical exams/sports physicals, 2) diagnosis and treatment of minor illness, injury and medical conditions, 3) STD screening and treatment, 4) clinical, classroom and workshop-based health education for students and families, 5) community-wide health promotion events and activities (e.g. health fairs), 6) health insurance enrollment, 7) referral to health and social service providers on and off-site, including referral back to Primary Care Providers (PCPs) and/or specialty providers as appropriate, 8) case management and follow-up to ensure that students received needed services. Additionally, SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from school community and match students with needed support services, as well as conduct outreach to inform students parents and staff about services and how to refer.

**EXHIBIT A**  
**Definition of Services**

**CONTRACTOR:**

**CONTRACT PERIOD:** May1, 2011 –

**CONTRACT AMOUNT:** \$107,500

**CONDITIONS OF FUNDS:**

The purpose of this contract is to provide services under the Oakland Universal Access in Schools Initiative, convened by the School Health Services Coalition of the Alameda County Health Care Services Agency (HCSA) and Complementary Learning and Oakland Unified School District (OUSD).

1. Plan, develop and operate the Frick Middle School School Health Center (SHC) as part of an integrated service model.

In awarding this one-time only grant, HCSA in no way obligates itself to award future grants to the recipient.

**BACKGROUND:**

The overarching goal of the Oakland Universal Access in Schools Initiative is to improve health and academic outcomes for all youth in OUSD. To achieve this goal, the Initiative has identified three key objectives:

1. Include stakeholders from the Mayor's Office, the City, OUSD and the County to create a strategic leveraging plan that builds on current and anticipated investments to increase access to comprehensive school health services.
2. Build the capacity of existing and future School Health Centers (SHCs) to provide expanded care to serve feeder schools when appropriate.
3. Increase access to comprehensive health and wellness services in schools with enrollment in excess of 299 that are not currently served by a SHC.

The Oakland Universal Access in Schools Initiative is a partnership between OUSD, the County, the Mayor's Office, and the City of Oakland which has received funding from Kaiser Permanente Northern California Fund for Community Benefits to implement the three objectives stated above.

The initiative adheres to national youth development principles that build on young people's strengths and innate abilities, and addresses their developmental needs. Collaborative partners are committed to a holistic approach by providing services that foster academic success, health and positive youth development. Oakland Universal Access in Schools Initiative intends to build an integrated and seamless service system on the *Frick Middle School*. The partners are committed to sustaining the integrated services delivery model beyond the Kaiser investment.

The school site administrator(s), OUSD, and HCSA plan, design and gradually deliver age appropriate integrated health services to students and families in collaboration with the health provider and other providers on the school site.

As such, CONTRACTOR shall fulfill the following:



## **CONTRACTED SERVICES:**

### **Contractor will:**

#### 1) PROGRAM PLANNING

- a) Provide input during the construction phase of the clinic as needed to ensure the clinic meets all required standards to become a fully licensed clinic.
- b) Conduct analysis of existing youth and community assessment data to understand and identify priority health and wellness services needs and gaps for students.
- c) Conduct an inventory of existing services including but not limited to existing behavioral health providers and Oakland Unified School District (OUSD) Nurses that can be coordinated through and integrated with the School Health Center.
- d) Co-lead, with the guidance of School Health Services Coalition, Alameda County Health Care Services Agency and Complementary Learning, OUSD, a process with service providers and youth to develop an integrated health and wellness service delivery system at Frick Middle School Middle School.

#### 2) INTEGRATED SERVICE DELIVERY SYSTEM

- a) Engage youth, particularly traditionally underserved populations, to provide input on the design the interior space, proposed services and service delivery of the School Health Center (SHC) to ensure a youth-friendly and accessible environment.
- b) Participate and support Student Research Team activities.
- c) Engage family and broader school community in the development and design of the health services through the SHC.
- d) Participate in the continued design and development of Frick Middle School's integrated service delivery system with key partners that includes a universal referral, intake, follow up and tracking system to ensure optimal coordination and integration among services providers.
- e) Participate in the continued design and development of integrated service delivery system that supports the academic success of students through continual engagement of school staff.
- f) Ensure the accurate and timely collection of data to track clients and clinical visits, in collaboration with University of California San Francisco (UCSF) evaluation consultants.

#### 3) SERVICES AND FINANCING

- a) Oversee the licensure process for the School Health Center (SHC) to ensure delivery of services by a date to be determined during the contract negotiations.
- b) Develop and provide start-up services out of the new clinic August 2011.
- c) Complete the development of the service delivery system for the SHC and ensure that a full range of integrated services are delivered to the students. The list of health and wellness services includes, but are not limited to:
  - i) Medical Services
  - ii) Comprehensive Health Promotion and Education
  - iii) Supplemental Behavioral Health Services to existing behavioral health services
  - iv) Alcohol & Drug Prevention and Treatment Services if necessary
  - v) Dental Screening and Case Management
  - vi) Teacher and Staff consultation and training on health related issues.

vii) Youth Development

- d) Conduct financial analysis of projected service needs, possible funding sources, potential revenue generation and operational budgets to ensure sustainability of service delivery model of the SBHC.
- e) Create a system to assess insurance eligibility of target youth and develop strategies to maximize reimbursement potential of services
- f) Develop and implement funding strategies to support the full operations of the SHC by the opening date.
- g) Support fund development activities to purchase furniture and equipment to operate SHC.
- h) Equip the SHC to begin providing clinical services upon completion of the facilities.

**Reporting Requirements**

The agency shall provide the Oakland School Health Coordinator with a report on the status of the scope of services. The report format will be provided at a later date.

The agency shall provide the School Health Services Coordinator with one electronic copy and one hard copy of the quarterly report for the preceding three months. Quarterly reports and invoices are due on:

- July 30, 2011
- October 30, 2011
- January 30, 2012



September 6, 2011

Ms. Mara Larsen Fleming  
Oakland Unified School District  
495 Jones Avenue  
Oakland, CA 94603

Dear Ms. Fleming,

This letter is to inform you that all East Bay Agency for Children employees are required to have DOJ and FBI fingerprint and TB clearances to be employed by EBAC and therefore to be assigned to OUSD schools.

We will also require, via our Memorandum of Understanding, with our subcontractor Native American Health Center, that all staff assigned to Frick via this subcontract be cleared by DOJ and FBI fingerprinting and TB testing.

Sincerely,



Steve Eckert, LCSW  
Executive Director  
East Bay Agency for Children  
303 Van Buren Avenue  
Oakland, CA 94610  
510-268-3770 x110  
[steve@ebac.org](mailto:steve@ebac.org)

ADMINISTRATIVE OFFICES  
303 Van Buren Ave.  
Oakland, CA 94610  
Ph: 510.268.3770  
Fx: 510 268.1073  
[www.ebac.org](http://www.ebac.org)

PROGRAMS  
Child Assault Prevention (CAP)  
Circle of Care  
Conley Day Treatment  
Fremont Healthy Start  
Hawthorne Family Resource Center  
Lafayette Day Treatment  
New Haven Day Treatment  
Oakland Day Treatment  
Prevention and Life Skills (PALS)  
Probation Mental Health  
Sequoia Day Treatment  
Sequoia Healthy Start  
Therapeutic Nursery School

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David Stein  
Roger Thompson

EXECUTIVE DIRECTOR  
Steve Eckert, LCSW

Please Remember  
EBAC In Your Will

**east bay agency for children**

*Building Healthy Families Since 1952*



# CERTIFICATE OF LIABILITY INSURANCE

EASTBA1

OP ID: AN

DATE (MM/DD/YYYY)

11/10/11

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter	510-437-1900	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.
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610		INSURERS AFFORDING COVERAGE
		INSURER A: NIAC
		INSURER B: Hartford Fire Insurance Co.
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC # 19682

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	201108866NPO	11/14/11	11/14/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201108866NPO	11/14/11	11/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	201108866UMBPO	11/14/11	11/14/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y / N <input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		<b>FIDELITY</b>	57BDDAH778	11/14/11	11/14/12	FIDELITY 434,000
A		<b>PROFESSIONAL LIAB</b>	201108866NPO	11/14/11	11/14/12	PROF LIAB \$3ML/\$1ML

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE ATTACHED NOTEPAD FOR A LIST OF ADDITIONAL INSURED.

## CERTIFICATE HOLDER

OAKLUN1

OAKLAND UNIFIED SCHOOL  
DISTRICT/DEPARTMENT OF STUDENT  
FAMILY & STUDENT SERVICES  
1025 2ND AVENUE P-15  
OAKLAND, CA 94606

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Andria Naguib*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/7/2011

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 License # 0F34266  
Walsh Carter & Associates Insurance Services, LLC  
425 California Street, #400  
San Francisco, CA 94104

CONTACT NAME:  
PHONE (A/C, No, Ext): (415) 217-6200 FAX (A/C, No): (415) 217-6201  
E-MAIL ADDRESS:

INSURED  
East Bay Agency for Children  
Laura Skaggs  
303 Van Buren Ave  
Oakland, CA 94610

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cypress Insurance Company	
INSURER B :	
INSURER C :	
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	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	3300059407-111	7/1/2011	7/1/2012	X WC STATUTORY LIMITS 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

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

\*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

RE: ONGOING OPERATIONS DURING POLICY PERIOD.

### CERTIFICATE HOLDER

### CANCELLATION

Frick School Based Health Center  
2845 64th Ave.  
Oakland, CA 94605

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

**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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**NOTEPAD:**

HOLDER CODE **OAKLUN1**  
INSURED'S NAME **East Bay Agency for Children**

**EASTBA1**  
OP ID: **AN**

PAGE **2**  
DATE **11/10/11**

OAKLAND UNIFIED SCHOOL DISTRICT, THE CITY OF OAKLAND, ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND ASSIGNS ARE ADDITIONAL INSURED PER #CG2026 ATTACHED.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

**Attachment Checklist**

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: [mara.larsen-fleming@ousd.k12.ca.us](mailto:mara.larsen-fleming@ousd.k12.ca.us)

## Contractor Information

Contractor Name	East Bay Agency for Children	Agency's Contact	Steve Eckert			
OUSD Vendor ID #	V001647	Title	Executive Director			
Street Address	303 Van Buren Avenue	City	Oakland	State	CA	Zip 94610
Telephone	(510) 267-3770	Email	steve@ebac.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2011	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours	8,320.00	Total Contract Amount	\$ 0.00

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	NO COST TO		5825	\$
	DISTRICT		5825	\$
			5825	\$
<b>Requisition No.</b>	<b>Total Contract Amount</b>			<b>\$ 0.00</b>

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Administrator / Manager</b> (Originator)	Name	Mara Larsen-Fleming	Phone	(510) 639-3338
	Site / Department	922 / Family, Schools, and Community Partnerships Dept.		Fax	(510) 639-4807
	Signature	<i>Mara Larsen-Fleming</i>		Date Approved	12/12/2011
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>J. Hall</i>		Date Approved	12/13/11
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Sarkey</i>		Date Approved	12/12/2011
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	12-19-11
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	

