| Board Office Use: Le | gislative File Info. |
|----------------------|----------------------|
| File ID Number       | 16-2532              |
| Introduction Date    | 4/12/17              |
| Enactment Number     |                      |
| Enactment Date       |                      |



| Memo  |  |
|---|--|
| То  | Board of Education   |
| From  | Devin Dillon, Ph.D., Interim Superintendent  |
| <b>Board Meeting Date</b><br>(To be completed by<br>Procurement)                                |  |
| Subject   | Professional Services Contract - The Regents of the University of California, San Francisco<br>- 922/Community Schools and Student Services (site/department)  |
| Action Requested  | Approval of professional services contract between Oakland Unified School<br>District and <u>The Regents of the University of California, San Francisco</u> . Services to<br>be primarily provided to <u>922/Community Schools and Student Services</u><br>for the period of <u>July 1, 2016</u> through <u>June 30, 2017</u> .  |
| Background<br>A one paragraph<br>explanation of why<br>the consultant's<br>services are needed. | Oakland Unified School District has received the prestigious Project Prevent Grant from the US Dept. of<br>Education to implement a violence prevention program at all comprehensive high schools in the district.<br>All High Schools will receive support to implement a trauma-informed restorative justice model designed to<br>mitigate and heal the impacts of complex trauma on students who have been referred for discipline for<br>violence-related behavior. In addition, this grant supports school staff to incorporate trauma-informed practices<br>into their classrooms to prevent problem behavior that is rooted in and triggered by traumatic stress. Joyce<br>Dorado, Ph.D. of the USCF Department of Psychiatry will serve as the trauma expert on this grant and will<br>provide training and technical assistance to identified schools to support individual students and staff with the<br>overarching goal of reducing violence by creating trauma-informed schools. |
| Discussion<br>One paragraph<br>summary of the<br>scope of work.                                 | Approval by the Board of Education of a Professional Services Contract between the District and the Regents of the University of California, San Francisco, CA, for the latter to provide ongoing professional development, consultation, and technical assistance to the Project Prevent program manager and staff serving all high schools; professional development in Trauma Informed, Restorative Practices (TIRP) will commence and will continue over a period of five years as specified in the Project Prevent grant; Trauma Trainer, Dr. Joyce Dorado, will serve in this capacity in the Healthy Environments and Response to Trauma in Schools (HEARTS) Program for the period of July 1, 2016 through June 30, 2017, in an amount not to exceed \$48,307.00.  |
| Recommendation  | Approval of professional services contract between Oakland Unified School<br>District and The Regents of the University of California, San Francisco . Services to<br>be primarily provided to <u>922/Community Schools and Student Services</u><br>for the period of July 1, 2016 through June 30, 2017.  |
| Fiscal Impact   | Funding resource name (please spell out) 5849/Federal Project Prevention Instruction<br>not to exceed 48,307.00  |
| Attachments   | <ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of gualifications</li> </ul>   |



# CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

| Legislative File ID No. 16-2532   |  |
|---|--|
| Department: 922 / Community Schools and Student Services                |  |
| Vendor Name: The Regents of the University of California, San Francisco |  |
| Contract Term: Start Date: July 1, 2016 End Date: June 30, 2017         |  |
| Annual Cost: \$ <u>48,307.00</u>  |  |
| Approved by: Barbara McClung  |  |
| Is Vendor a local Oakland business? Yes 🖌 No 🗌                          |  |
| Why was this Vendor selected?   |  |

CDEB is a local and national expert in Restorative Trauma Informed Practices. CCEB holds a SAMSHA grant to provide R-TIPS in West Contra Costa County (Richmond) Schools and has developed a model for clinical case management that reflects a national best practice. OUSD seeks to partner with CCEB for technical assistance and for direct clinical case management services to provide trauma informed restorative practices in our six comprehensive high schools served under the Project Prevent (P2) grant. CCEB brings specialized skills and knowledge gleaned from a decade of providing crisis response to all homicides in Oakland in partnership with the City of Oakland and as a trainer and consultant in restorative practices for youth. CCEB also hosts a culturally responsive model for clinical services that support healing and empowerment with our African American and Latino students who have historically been underserved by community mental health providers.

## Summarize the services this Vendor will be providing.

CCEB will provide, train and support 3.0 FTE Clinical Case Managers to serve the 6 high school sites who, with the 6 site-based high school Restorative Practices Facilitators, will provide 10-12 weeks of RTIPs, TGCTA targeted group interventions open for students screened as meeting requirements for group entry, and to provide more intensive, long-term Tier 3 confidential group treatment interventions with a school-site based therapist based at each high school. All groups are gender-specific. CCEB will also collect data on student outcomes, reducing recidivism and violent incidents, reduce expulsions and suspensions for violence related occurrences, and provide training on TGCTA and ITCT-A interventions for the OUSD Behavioral Health Restorative Practices Facilitators, High School Behavioral Health Program managers and community partner agency school-site based clinical case managers and therapists.

## Was this contract competitively bid? Yes 🖌

|   | No |  |
|---|----|--|
| • |    |  |

If No, answer the following:

1) How did you determine the price is competitive?

| 2) | Please | check the | competitive | bid | exception | relied | upon: |
|----|--------|-----------|-------------|-----|-----------|--------|-------|
|----|--------|-----------|-------------|-----|-----------|--------|-------|

| Educational Materials  |
|--|
| <b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services  |
| <b>CUPCCAA exception</b> (Uniform Public Construction Cost Accounting Act)   |
| Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)   |
| <b>Construction related Professional Services</b> such as Architects, DSA Inspectors,<br>Environmental Consultants and Construction Managers (require a "fair, competitive<br>selection process)   |
| <b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)   |
| <b>Emergency</b> contracts [requires Board resolution declaring an emergency]  |
| Technology contracts   |
| electronic data-processing systems, supporting software and/or services<br>(including copiers/printers) over the \$87,800 bid limit, must be competitively<br>advertised, but any one of the three lowest responsible bidders may be<br>selected                               |
| contracts for computers, software, telecommunications equipment,<br>microwave equipment, and other related electronic equipment and apparatus,<br>including E-Rate solicitations, may be procured through an RFP process<br>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]   |
| <b>Piggyback" Contracts</b> 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   |

| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number        | 16-2532             |
| Introduction Date     | 2/22/17             |
| Enactment Number      |                     |
| Enactment Date        |                     |



## **PROFESSIONAL SERVICES CONTRACT 2016-2017**

This Agreement is entered into between <u>The Regents of the University of California, San Francisco</u> (CONTRACTOR) and Oakland Unified School District (OUSD). 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:

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>July 1, 2016</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$87,800</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$87,800</u>, whichever is later. The work shall be completed no later than <u>June 30, 2017</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty Eight Thousand, Three Hundred Seven

Dollars (48,307.00 ) [per fiscal year], at an hourly billing rate not to exceed \$50.00 per hour. 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: <u>N/A</u>.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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, ms

4. 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 \_\_\_\_\_\_

#### 5. 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.

- 6. 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

| Site /Dept.: 922/Community Schools and Student Services | CONTRACTOR:                                |
|---|--|
| Name: Barbara McClung                                   | Name: Joti Mahal-Gill                      |
| Site /Dept.: 922/Community Schools and Student Services | Title: Government Contract Specialist      |
| Address: 1000 Broadway Suite 150                        | Address: 3333 California Street, Suite 315 |
| Oakland CA 94607  | San Francisco CA 94143                     |
| Phone: 510-879-3636                                     | Phone: 415-579-1970                        |
| Email: barbara.mcclung@ousd.org                         | Email: navjot.mahal-gill@ucsf.edu          |

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.

8. 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.

#### 9. Insurance:

- 1. 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 ms 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

- 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 controlled substances, alcohol or tobacco on these sites.
- 14. 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.
- 15. 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<sub>1</sub> ms
- 16. 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.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD Either party 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. ms
- Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

- 19. 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.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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).
- 21. 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.
- 22. Confidentiality: 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.

23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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, ms

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. 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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

#### OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent

Chief or Deputy Chief

#### CONTRACTOR

Navjot Mahal-Gill

Contractor Signature

Navjot Mahal-Gill

Government Contract Specialist

Print Name, Title

Secretary, Board of Education

SPECIFICALLY CMC) A Form-approved by OUSD General Counsel for 2016-17 FY

OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED FOR FORM & SUBSTANCE Attorney at Law

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

Page 4 of 6

### EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

 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.

Services to be provided under this contract include training and materials for a cohort of six OUSD high schools. Dr. Joyce Dorado will work in collaboration with the OUSD CSSS Behavioral Health Unit and Project Prevent program manager to schedule and deliver trainings to increase the capacity of Oakland Unified School District (OUSD) staff at the target schools. Training will cover the effects of complex trauma on students and school communities; implementing trauma-sensitive strategies (student-focused, classroom-wide, and school-wide) to promote student success; and addressing stress, burnout, and secondary trauma in school staff. Dr. Dorado will also provide consultation and technical assistance to OUSD personnel as they work to embed trauma-sensitive practices into their clinical work, classrooms, and schools. To ensure sustainability Dr. Dorado will provide an advanced Training of Trainers (TOT) series for OUSD mental health clinicians that will cover trauma screening and multi level clinical interventions and strategies to address complex trauma in students, promote school success, and create safer school environments through trauma-informed mental health services and consultation.

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.

As a result of this contract, all staff at each of the Project Prevent cohort high schools will receive training on trauma and how to mitigate its negative impact on learning and behavior. In addition mental health providers at these sites will report increased capacity to provide evidence-based trauma screening and clinical intervention. Individual students receiving trauma screening and intervention will demonstrate reduced recidivism in discipline, increased attendance, and academic achievement. Teachers and other school staff including School Security Officers will report increased skills in behavior management and de-escalation of aggressive behavior.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:
  - Action Item included in Board Approved CSSSP (no additional documentation required) Item Number:\_
  - Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    - 1. Relevant page of CSSSP 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 CSSSP modification was approved.
    - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
    - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

# CERTIFICATE OF SELF-INSURANCE COVERAGE

PARTICIPATION

100 %

# PRODUCER/INSURED The Regents of the University of California Office of the President Office of Risk Services 1111 Franklin St., 10<sup>th</sup> Floor Oakland, CA 94607-5200 510-987-9832 This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate.

## COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

COMPANY LETTER A The Regents of the University of California

| CO TYPE OF INSURANCE |   | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS   |   |  |  |
|----------------------|---|---------------|-----------------------|------------------------|--|---|--|--|
| A                    | GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE OCCURRENCE   | Self-Insured  | July 1, 2016          | June 30, 2017          | GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG<br>PERSONAL & ADV INJURY<br>CONTRACTUAL LIABILITY<br>EACH OCCURRENCE | 5,000,000<br>5,000,000  |  |  |
| A                    | AUTOMOBILE LIABILITY<br>ANY AUTO<br>X ALL OWNED<br>AUTOS<br>SCHEDULED<br>AUTOS<br>X HIRED AUTOS<br>X NON-OWNED<br>AUTOS<br>GARAGE LIABILITY | Self-Insured  | July 1, 2016          | June 30, 2017          | (PER PERSON)<br>BODILY INJURY<br>(PER ACCIDENT)  | <ul> <li>Not applicable</li> <li>5,000,000</li> <li>5,000,000</li> <li>5,000,000</li> </ul>   |  |  |
| A                    | PROPERTY X FIRE & EXTENDED PERILS   | Self-Insured  | July 1, 2016          | June 30, 2017          | EACH OCCURRENCE<br>AGGREGATE   | \$ 7,500,000<br>\$ Not applicable<br>\$   |  |  |
| A                    | WORKERS' COMPENSATION AND<br>EMPLOYERS LIABILITY  | Self-Insured  | July 1, 2016          | June 30, 2017          | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE - POLICY LIMIT<br>DISEASE - EACH EMPLOYEE                         | <ul> <li>As required by<br/>California Law</li> <li>As required by<br/>California Law</li> <li>As required by<br/>California Law</li> </ul> |  |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

#### ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

| CERTIFICATE HOLDER                               | CANCELLATION  |
|--|---|
| APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT | SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS           |
| OR AGREEMENT                                     | LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS |
|  | WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL   |
|  | NOTICE TO VENDORS OR OTHERS.  |
|  | By: A   |
|  | 111 1 A   |
|  | I MILL ROLLING  |
|  | Conference  |
|  |   |

CHERYL A. LLOYD, CHIEF RISK OFFICER

# UNIVERSITY OF CALIFORNIA

## PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer Office of Risk Services Office of the President University of California 1111 Franklin St., 10<sup>th</sup> Floor Oakland, CA 94607-5200 510-987-9832 riskmgt@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- <u>Campus Risk Managers Directory</u>
- Hospital Risk Managers Directory

| SAM Search Results<br>List of records matching your search for :                     |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| Search Term : university* of california* san* francisco*<br>Record Status: Active    |  |  |  |  |  |  |  |  |
| ENTITY UNIVERSITY OF CALIFORNIA, SAN FRANCISCO Status:Active                         |  |  |  |  |  |  |  |  |
| DUNS: 111406992 +4: CAGE Code: 6CU69 DoDAAC:   |  |  |  |  |  |  |  |  |
| Expiration Date: Aug 26, 2017 Has Active Exclus                                      | sion?: No Delinquent Federal Debt?: No |  |  |  |  |  |  |  |
| Address: 500 PARNASSUS AVE   |  |  |  |  |  |  |  |  |
| City: SAN FRANCISCO S  | State/Province: CALIFORNIA             |  |  |  |  |  |  |  |
| ZIP Code: 94143-2203   | Country: UNITED STATES                 |  |  |  |  |  |  |  |
| ENTITY University Of California, San Franci  | isco Status:Active                     |  |  |  |  |  |  |  |
| DUNS: 094878337 +4: 0  | CAGE Code: 4B560 DoDAAC:               |  |  |  |  |  |  |  |
| Expiration Date: May 27, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No |  |  |  |  |  |  |  |  |
| Address: 1855 Folsom St Ste 425  |  |  |  |  |  |  |  |  |
| City: San Francisco S  | State/Province: CALIFORNIA             |  |  |  |  |  |  |  |
| ZIP Code: 94103-4249 0   | Country: UNITED STATES                 |  |  |  |  |  |  |  |
| Address: 1855 Folsom St Ste 425<br>City: San Francisco                               | State/Province: CALIFORNIA             |  |  |  |  |  |  |  |

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# **PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017**



|  |  |                              |                      |                           |                                   |         | Directi               |                                      |                           |                        |                   |             |            |               |
|--|--|------------------------------|----------------------|---------------------------|-----------------------------------|---------|-----------------------|--------------------------------------|---------------------------|------------------------|-------------------|-------------|------------|---------------|
|  |  |                              |                      |                           | ents are in th                    |         | -                     |                                      |                           |                        |                   |             |            | lool          |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.   |  |                              |                      |                           |                                   |         |                       |                                      |                           |                        |                   |             |            |               |
| <ol> <li>Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.</li> <li>Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification)</li> </ol> |  |                              |                      |                           |                                   |         |                       |                                      |                           |                        |                   |             |            |               |
|  | <ol> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol> |                              |                      |                           |                                   |         |                       |                                      |                           |                        |                   |             |            |               |
| 4. Within 2 weeks of creating the requisition, the OUSD contract originator submits complete contract packet for approval to Procurement.  |  |                              |                      |                           |                                   |         |                       |                                      |                           |                        |                   |             |            |               |
| Attachment Checklist For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  |  |                              |                      |                           |                                   |         |                       |                                      |                           |                        |                   |             |            |               |
| Chec   | klist  | For All Cons<br>For All Cons | ultants:<br>ultants: | Results page<br>Statement | ge of the Exc<br>of qualification | ludeo   | d Party L<br>organiza | _ist ( <u>https:</u><br>tion); or re | <u>://www.</u><br>esume ( | sam.gov/<br>individual | )<br>consultan    | t).         |            |               |
| ous  | D Staff Contact  | Emails abou                  | it this co           | ontract should            | be sent to: (red                  | quired) | kelly.l               | eonard@o                             | usd.org                   |                        |                   |             |            |               |
|  |  |                              |                      |                           | Contr                             | acto    | or Infor              | mation                               |                           |                        |                   |             |            |               |
| Cont   | ractor Name  | The Rege                     | nts of th            | e University o            | of California, S                  | an      | Agenc                 | y's Contac                           | ct Jo                     | i Mahal-Gil            |                   |             |            |               |
|  | D Vendor ID #  |                              |                      |                           |                                   |         | Title                 | 1                                    |                           | vernment (             | Contract Sp       | 1           | 1          | 1             |
|  | et Address   |                              |                      | treet, Suite 31           | 15                                |         | City                  | San Fran                             |                           |                        | State             | CA          | Zip        | 94143         |
|  | phone  | 415-579-1                    |                      | 1 01                      | 100                               |         |                       | (required)                           |                           | nahal-gill@            |                   |             |            |               |
| Cont   | ractor History   | Pre                          | viously              | been an OL                | JSD contract                      | or?     | Yes                   | NO                                   | VVC                       | orked as a             | n OUSD e          | employe     | e? D       | Yes 🖸 No      |
|  |  | Col                          | npens                | sation and                | Terms – M                         | lust    | be with               | nin the O                            | USD E                     | illing Gu              | uidelines         | ;           |            |               |
| Antic  | ipated start da  | ate                          | July 1,              | 2016                      | Date work                         | will e  | end J                 | lune 30, 20                          | 17                        | Other E                | xpenses           |             |            |               |
| Pay  | Rate Per Hour  | (required)                   | \$ 50.00             | 0                         | Number of                         | f Hou   | rs (require           | ed)                                  |                           |                        |                   | _           |            |               |
|  |  |                              |                      |                           | Buc                               | laet    | Inform                | ation                                |                           |                        |                   |             |            |               |
|  | If you are   | planning to m                | ulti-fund            | l a contract us           | sing LEP funds                    |         |                       |                                      | e and Fe                  | deral Office           | <u>before</u> cor | npleting    | requisit   | ion.          |
| R  | esource #  | Resource                     | Name                 |                           |                                   | Or      | rg Key                | 20 mm                                |                           |                        | Object Co         | de          | A          | mount         |
|  | 5849   | Federal Pr                   | oject                |                           |                                   | 922     | 1340103               |                                      |                           |                        | 5825              |             | \$ 48,30   | 7.00          |
|  |  | Prevention In                | nstruct.             |                           |                                   |         |                       |                                      |                           |                        | 5825              |             |            |               |
|  |  |                              |                      |                           |                                   |         |                       |                                      |                           |                        | 5825              |             |            |               |
| F  | Requisition  | NO. (required)               | R0                   | 170257                    |                                   |         |                       | Total Co                             | ontract                   | Amount                 |                   |             | \$ 48,30   | 7.00          |
|  |  |                              |                      | Appro                     | val and Rou                       | iting   | (in orde              | er of appr                           | oval ste                  | eps)                   |                   |             |            |               |
| Se   | rvices cannot b  | e provided bef               | ore the o            |                           |                                   |         |                       |                                      |                           |                        | ocument at        | ffirms that | at to you  | Ir knowledge  |
|  | _  |                              |                      |                           | vices were not                    |         |                       |                                      |                           |                        |                   |             |            |               |
|  | OU   | SD Administ                  | rator ve             | erifies that th           | nis vendor do                     | es no   | ot appea              | r on the E                           | xcludeo                   | Parties L              | ist (https:       | //www.      | sam.go     | <u>)/v(</u> ) |
|  | Administrato   | r / Manager (C               | ()riginator          | ) Name                    | Barbara M                         | AcClur  | ng                    |                                      |                           | Phone                  | 510-879-          | 3636        |            |               |
| 1.   | Site/Departme  | nt (Name & #) 9              | 22/Com               | munity Schoo              | ols and Studen                    | t Serv  | lices                 |                                      |                           | Fax                    | 510-879-          | 4605        |            |               |
|  | Signature  | 20                           | 0                    | 0                         | 0                                 | >       |                       |                                      | Date A                    | pproved                | 1/2               | 6/17        |            |               |
|  | Resource Ma  | nager, if using              | funds mai            | naged by: St              | ate and Federal                   | Qua     | ality, Comm           | unity, School                        | Developm                  | ent 🗸 Comm             | unity Schools     | & Studen    | t Service: | Risk Mgmt     |
| 2.   | Scope of w   | ork indicates c              | ompliant             | t use of restric          | cted resource                     | and is  | s in alignr           | ment with s                          | chool site                | e plan (CSS            | SSP)              |             |            |               |
| 2.   | Signature  |                              |                      |                           |                                   |         |                       |                                      | Date A                    | pproved                |                   |             |            |               |
|  | Signature (if us   | ing multiple restri          | cted resou           | urces)                    |                                   |         |                       |                                      | Date A                    | pproved                |                   |             |            |               |
| 2  | Network Sup  |                              |                      | etwork Supe               | erintendent                       |         |                       |                                      |                           |                        |                   |             |            |               |
| 3.   | Signature  | Waybo                        | tann                 | He                        |                                   |         |                       |                                      | Date A                    | pproved                | 1/2               | e           |            |               |
|  | Chiefs / Depu  |                              |                      | nt Aggregate              | Under Dover                       | \$      |                       |                                      |                           |                        |                   |             |            |               |
| 4.   | -  |                              |                      | -                         | vith needs of d                   |         |                       | chool site                           |                           |                        |                   |             |            |               |
|  |  | is qualified to              | provide s            | services desc             | cribed in the sc                  | ope o   | of work               |                                      |                           |                        |                   |             | -          |               |
| -  | Signature  | at Daniel of                 | -                    | an Oimat                  | on the level -                    | anter   | ot                    |                                      | Date A                    | pproved                |                   | -           |            |               |
| 5.   | Superintende   |                              |                      |                           |                                   | -       | -                     | Denied                               | Pages                     | 1                      |                   | De          |            | 2/0/1-        |
| -  | Required if no   |                              | ara contr            |                           | pproved                           | mi      | 1                     | Denied - I                           |                           |                        |                   | Da          | le         | (In)          |
| Proc   | urement D  | ate Received                 |                      |                           |                                   |         |                       | PO Numb                              | ber                       |                        |                   |             |            |               |