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Introduction Date	5/8/13
Enactment Number	13-0758
Enactment Date	5/8/13 <i>CR</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date
(To be completed by Procurement) 5/8/13

Subject Standard Services Agreement - Alameda County Health Care Services Agency - 922/Family, School, and Community Partnerships Department

Action Requested Approval of Standard Services Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of July 1, 2012, through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed. Community Schools & Neighborhoods (CSN) represent a place-based strategies to organize resources, supports and opportunities in schools and communities to promote student success and family well-being. To promote this strategy, OUSD shall work to develop and support a Full-Service Community School Initiative in Oakland, leverage resources across different public systems, engage partners from all sectors, create a continuum of supports and opportunities for youth and families, adopt best practices and align public systems to have a greater collective impact on large-scale social change in OUSD. This standard services agreement supports the Full-Service Community School development services in OUSD.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Standard Services Agreement between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to support the development of a Full-Service Community School (FSCS) district in Oakland by performing the services and activities; OUSD will provide written semi-annual reports of services provided, activities completed, progress towards the leveraging of resources, to include any written deliverables within the timeline of the contract period for the Family, School, and Community Partnerships Department for the period of July 1, 2012, through June 30, 2015, in an amount not to exceed \$229,000.00.

Recommendation Approval of Standard Services Agreement between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of July 1, 2012, through June 30, 2015.

Fiscal Impact Funding resource name (please spell out): 9149/Alameda County Health Care Services Agency in an amount not to exceed \$229,000.00.

Attachments

- 7 Originals, Standard Services Agreement
- Exhibit A: Definition of Services
- Exhibit B: Payment Terms
- Exhibit C: Insurance Requirement
- Exhibit D: Debarment and Suspension Certification



Alameda County Health Care Services Agency

Center for Healthy Schools and Communities

April 2, 2013

Re: Standard Agreement – Oakland Unified School District

Instructions for Contract Processing

1. There are Seven (7) copies of original contract. Three signatures are required for EACH copy. Please sign and date all the copies.
2. Please return Six (6) signed contract copies to Health Care Services Agency (HCSA) at the address below, As Soon As Possible. We are planning to present the contract to our Board on 4/23/2013. In order to do that, we need to have the signed contracts no later than April 5, 2013.
3. You will receive **ONE** executed contract from us when the process is completed (about 4 weeks from the Board date)

Please feel free to contact me if you have any questions.

Thank you and look forward to working with you.

Connie

Connie Yale
Center for Healthy Schools and Communities
Alameda County Health Care Services Agency
1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577
Phone: (510) 667-7990
Fax: (510) 351-1367
Connie.yale@acgov.org

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of March 26, 2013, is by and between the County of Alameda, hereinafter referred to as the "County", and Oakland Unified School District, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Full-Service Community Schools development services in Oakland Unified School District, which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Full-Service Community Schools development services in Oakland Unified School District, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2012 through June 30, 2015.

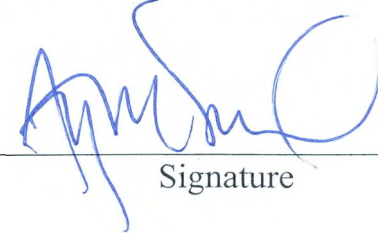
The compensation payable to Contractor hereunder shall not exceed Two Hundred Twenty Nine Thousand U.S. Dollars Only (\$229,000.00) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

Oakland Unified School District

By: _____
Signature

By:  _____
Signature

Name: Sup. Keith Carson
(Printed)

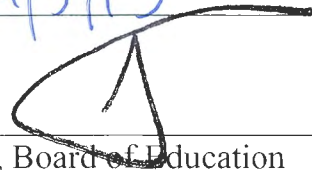
Name: Tony Smith
(Printed)

Title: President of the Board of Supervisors

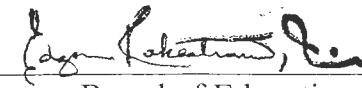
Title: Superintendent

Date: 4/5/13

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By:  _____
President, Board of Education

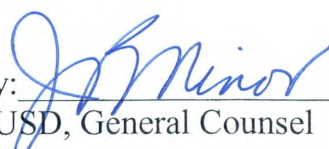
By: _____
Raymond Lara
Senior Deputy Counsel Signature

By:  _____
Secretary, Board of Education

File ID Number: 13-0707
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By: ad

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Approved as to Form:

By:  _____
OUSD, General Counsel

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: Standard language intentionally deleted. See Non-Standard Provisions of the General Terms and Conditions, below.
3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or

deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans,

specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of

interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Tracey Schear/ Rebecca Gebhart

To Contractor: OAKLAND UNIFIED SCHOOL DISTRICT
(Signatory) Tony Smith
1025- 2nd Avenue
Oakland, CA 94606

(Contact) OAKLAND UNIFIED SCHOOL DISTRICT
Curtiss Sarikey
746 Grand Avenue
Oakland, CA 94610

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color,

disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Full-Service Community Schools development services in Oakland Unified School District shall not exceed Two Hundred Twenty-Nine Thousand

dollars (\$229,000.00) payment over three years for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:
Intentionally deleted.
22. FIRST SOURCE PROGRAM: Intentionally deleted.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor

shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

NON-STANDARD PROVISIONS OF THE GENERAL TERMS AND CONDITIONS

Section 2 (INDEMNIFICATION) of the General Terms and Conditions is amended to state in its entirety:

INDEMNIFICATION: To the fullest extent permitted by law, each party to this Agreement shall hold harmless, defend and indemnify the other party, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from each party's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the respective party's performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other party of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

County acknowledges and agrees that Contractor is a public entity and is permissibly self-insured under the NorCal Relief JPA.

EXHIBIT A

**Oakland Unified School District
July 1, 2012 to June 30, 2015**

DEFINITION OF SERVICES

Oakland Unified School District (“Contractor”) shall provide Alameda County Health Care Services Agency (HCSA) School Health Services Coalition (Coalition) with services funded under our overall Community Schools & Neighborhoods (CSN) strategy to build community schools and neighborhoods to achieve equity. CSN represent a place-based strategies to organize resources, supports and opportunities in schools and communities to promote student success and family well-being. To promote this strategy, Contractor shall work to develop and support a Full-Service Community School Initiative in Oakland, leverage resources across different public systems, engage partners from all sectors, create a continuum of supports and opportunities for youth and families, adopt best practices and align public systems to have a greater collective impact on large-scale social change in Oakland Unified School District. In awarding this one-time only contract, HCSA in no way obligates itself to award future grants, contracts, or funds to the Contractor.

PROGRAM NAME

Full-Service Community School development services in Oakland Unified School District

SCOPE OF SERVICES

Contractor shall serve as the school partner in the **development of a Full-Service Community School (FSCS) district in Oakland** by performing the services and activities listed below, within the noted timelines. (The County may change, by written notice, after consultation with Contractor, the specific timeframes, activities and deliverables during the contract period.) Contractor shall provide written semi-annual reports of the services provided, activities completed and progress towards the leveraging of resources. Contractor shall complete the services and activities and provide the deliverables, including any written deliverables, by the dates noted in the timeline column. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County; all reports shall be completed and information relayed in a manner so that they can be viewed as public documents.

Contractor shall provide services and perform activities to support the City of Oakland to build a support a Full-Service Community School (FSCS) Initiative, and develop the school district's community-school partnerships to deliver coordinated, tailored services to students and their families to ensure that each child is successful in school, college and/or career.

Activities	Timeline	Measurements & Deliverables
<p>Serve as the point person and maintain communication with Full Service Community School (FSCS) Coordination Team throughout including:</p> <ul style="list-style-type: none"> • <i>Participation in monthly HCSA-OUSD coordination meetings to coordinate services and projects, assess progress and provide feedback.</i> • <i>Regular meetings with HCSA's Community School lead for Oakland (at least bi-weekly for 2012-13).</i> • <i>Planning and coordination of site visits to schools with HCSA participation. Inform and/or support planning for countywide community school conferences and workshops</i> 	<p>On-going</p>	<p>Submitted written summary reports that describe the governance structure, including membership, meeting schedule, main purpose of committee(s), etc.</p>
<p>Guide and support the development of Oakland's FSCS Initiative, including</p> <ul style="list-style-type: none"> • <i>Co-design Initiative structure and rollout plan</i> • <i>Lead committees, including for 2012-13:</i> <ul style="list-style-type: none"> ○ <i>Lead Agency Subcommittee</i> ○ <i>CS Manager PLC (more detail below)</i> ○ <i>All-Team</i> ○ <i>Program Elements Workgroup</i> • <i>Support and participate in committees, including for 2012-13:</i> <ul style="list-style-type: none"> ○ <i>Steering Committee</i> ○ <i>TA and Training Coordination Team (detailed scope to be determined)</i> ○ <i>Community Partnerships Workgroup</i> • <i>Co-develop and/or support development of content-specific tools and resources for the FSCS Initiative, in partnership with HCSA community schools staff and stakeholders relevant to the content</i> 	<p>On-going</p>	<p>Submitted written summary reports that describe the structure and plan, including committee memberships, workplans and decisions made.</p>

<p>Develop and manage the implementation of community partnerships for OUSD, including coordination between Alameda County School Health Services, the District, community partners and school sites.</p> <ul style="list-style-type: none"> • <i>Facilitate the development of Memoranda of Understanding or Letters of Agreement between HCSA, District and school partner relationships at Cohort 1 sites.</i> • <i>Provide updates on HCSA and district efforts related to community schools to partners at least quarterly (can be done through existing meeting structures).</i> • <i>Ensure partners comply with OUSD legal requirements. Lead the development of partnership toolkits to be shared and piloted at Cohort 1 school sites.</i> 	<p>On-going</p>	<p>Executed written partnership agreements with Alameda County, District, partner agencies and community-based organizations.</p>
<p>Manage & Supervise Community School Staff that support the FSCS Initiative in collaboration with HCSA including:</p> <ul style="list-style-type: none"> • <i>District employed community school managers (6 sites)</i> • <i>Community School Education Pioneer</i> • <i>Community Schools VISTAs - Communication & Extended Learning</i> 	<p>On-going</p>	<p>Submitted written summary reports that describe key roles and responsibilities of staff, regardless of agency, that contribute to growth and development of community schools.</p>
<p>Plan and facilitate the implementation of Professional Learning Communities with HCSA for Community School Managers (in partnership with the TA & Training Coordination Team)</p> <ul style="list-style-type: none"> • <i>Develop Community School Manager Learning Community Orientation Manual and tools and resources for each meeting.</i> • <i>Develop an on-line portal for Community School Managers to communicate and share resources.</i> • <i>Convene monthly Community School Manager Meetings for all sites in Cohort 1.</i> • <i>Conduct bi-monthly site visits and provide coaching to Community School Managers</i> 	<p>On-going</p>	<p>Submitted copy of the Orientation Manual in both written and electronic formats. Link on-line portal to HCSA, School Health Services website. Submitted written summary of meeting outcomes and accomplishments.</p>
<p>Plan and facilitate Principal Meetings for Cohort 1 Community Schools with the support of HCSA Community Schools staff</p> <ul style="list-style-type: none"> • <i>Develop Principal Orientation Manual and tools</i> • <i>Develop tools to support high quality implementation of community schools practices</i> 	<p>June 30, 2014</p>	<p>Submitted copy of orientation Manual Submitted copies of tools and implementation tools in both written electronic formats.</p>

Coordinate and/or support assessment activities with HCSA including, but not limited to: <ul style="list-style-type: none"> • <i>Development of community schools outcomes in partnership with city, county, community stakeholders, and designated lead (Urban Strategies Council in 2012-13)</i> 		Submitted written summary of assessment activities and outcomes.
Attend trainings and support meetings with Alameda County Health Care Services Agency, School Health Services Coalition.		Attendance at meetings
Develop and submit yearly work plan by April 30 th of each fiscal year that is approved by HCSA School Health Services staff.	April 30, 2013 April 30, 2014	Submitted yearly work plan.

REPORTING REQUIREMENTS: (For a complete list, see Exhibit B Section II. C.)

OAKLAND UNIFIED SCHOOL DISTRICT shall provide the School Health Services Coordinator with one electronic copy and one hard copy of the semi-annual report for the preceding six months. Semi-annual reports and invoices are due on:

- January 15, 2013; January 15, 2014; and January 15, 2015
(for the period covering July 1st through December 31st of each year)
- July 15, 2013; July 15, 2014; and July 15, 2015
(for the period covering January 1st through June 30th for each year)

EXHIBIT B
Oakland Unified School District
PAYMENT TERMS

I. Budget Summary

Budget Item	% of FTE	FY12-13	FY13-14	FY14-15
Director, Community School Partnerships	.50	\$72,500	\$76,500	\$80,000
Not to exceed amount by fiscal year		\$72,500	\$76,500	\$80,000

* County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary, unless prior written approval for those expenses have been obtained and appropriate budget adjustments made so that the total budget amount is not exceeded.

II. Terms and Conditions of Payment

A. Reimbursement

1. The contractor shall invoice the County on a semi-annual basis. The final invoice for the fiscal year must reflect exact costs of the position not to exceed the maximum amount of the yearly allocation. Contractor shall also include a semi-annual report with each invoice. Payment under the terms of this Agreement shall not exceed **\$72,500 in year 1; \$76,500 in year 2 and \$80,000 in year 3.** The last invoice of each fiscal year shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract of the fiscal year and must be received no later than **the 15th day of July in that year.**
2. Contractor shall submit invoices, with all required reports, for review to Alameda County Health Care Services Agency (HCSA) School Health Services. County shall use best efforts to process invoices submitted for reimbursement by Contractor within ten (10) working days from receipt of invoice, reports/statements and any other back up documentation as requested.
3. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Community Schools & Neighborhoods Director.

B. Invoicing Procedures

Contractor shall invoice HCSA School Health Services quarterly. Invoice must include the County-assigned PO number and the service period covered, and all required reports, and shall be sent to:

Alameda County Health Care Service Agency
 ATTN: Connie Yale/ Kimi Sakashita,
 1000 San Leandro Blvd., Suite 300
 San Leandro, CA 94577

C. Reporting Schedule

Timeline	Deliverables
January 15, 2013	Semi-annual report for the period covering 7/1/2012- 12/31/2012
July 15, 2013	Semi-annual report for the period covering 1/1/13-6/30/2013
April 30, 2013	Submit yearly work plan for 2013-2014
January 15, 2014	Semi-annual report for the period covering 7/1/2013-12/31/2013
April 30, 2014	Submit yearly work plan for 2014-2015.
June 30, 2014	Submit copy of orientation Manual Submit copies of tools and implementation tools in both written electronic formats.
July 15, 2014	Semi-annual report for the period covering 1/1/2014-6/30/2014
January 15, 2015	Semi-annual report for the period covering 7/1/14-12/31/2015
July 15, 2015	Semi-annual report for the period covering 1/1/2015- 6/30/2015

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Oakland Unified School District

PRINCIPAL: Tony Smith

TITLE: Superintendent

SIGNATURE: 

DATE: 4/5/13

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Oakland Unified School District DEPT #: 465

TITLE/SERVICE: Full-Service Community Schools development services in Oakland Unified School District

DEPT. CONTACT: Kimi Sakashita/Connie Yale PHONE: x53425/ x57990

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership? (X) ()

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 94-6000385. No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()

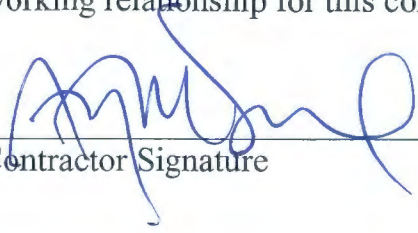
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.



Contractor Signature

Tony Smith

Printed Name

4/5/13

Date

Agency/Department Head/Designee
Signature

Alex Briscoe

Printed Name

Date