

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-0769
Introduction Date	5/23/18
Enactment Number	18-0855
Enactment Date	5/23/18 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Amendment No. 1 - Professional Services Contract - Alameda County Health Care Services Agency (contractor) - 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to Community Schools and Student Services Department for the period of December 15, 2017 through June 30, 2018.

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

In alignment with the Full Service Community School Model, school-based health centers will increase access to medical, dental, mental health, health education and youth development services. This amendment to the contract with Alameda County Health Care Services Agency will provide additional funding to offset the base allocation for 1.5 additional school-based health centers. The remainder of the initiative is sustained through Alameda County Health Care Services Measure A and Tobacco Master Settlement Funds. \$35,000.00 of the amendment dollars included in this contract will support coordination of the Central Family Resource Center.

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

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide additional funding to offset the base allocation for 1.5 additional school-based health centers; the remainder of the initiative is sustained through Alameda County Health Care Services Measure A and Tobacco Master Settlement Funds; support coordination of the Central Family Resource Center, via the Community Schools and Student Services Department, for the period of December 15, 2017 through June 30, 2018, in the \$180,000.00, increasing the contract from \$1,035,000.00 to an amount not to exceed \$1,215,000.00. All other terms and conditions for the contract remain in full force and effect.

**Recommendation** Approval of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to Community Schools and Student Services Department for the period of December 15, 2017 through June 30, 2018.

**Fiscal Impact** Funding resource name (please spell out): 5640-LEA/Medi-Cal Integrated in an amount not to exceed \$180,000.00.



**OAKLAND UNIFIED  
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## Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



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

**Legislative File ID No.** 18-0769

**Department:** 922/Community Schools and Student Services

**Vendor Name:** Colleen Chawla

**Contract Term:** Start Date: 12/15/17 End Date: 6/30/18

**Annual Cost:** \$ 1,215,000.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Alameda County Health Care Services Agency contracts with Federally Qualified Health Centers and other Community-Based Organizations to operate 16 school-based health centers serving OUSD schools.

**Summarize the services this Vendor will be providing.**

Alameda County will contract with community-based agencies to operate School-Based Health Centers, which provide medical, mental health, dental, health education, and youth development services at 16 OUSD sites.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Alameda County is the sole source for this contract, as they contract directly with community-based agencies to operate school-based health centers.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$88,300 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$88,300 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies;** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Colleen Chawla

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on \_\_\_\_\_, and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> . <input type="checkbox"/> The scope of work has <u>changed</u> . <b>If the scope of work has changed:</b> Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  <input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:	
2.	<b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . <input type="checkbox"/> The term of the contract has <u>changed</u> . <b>If the term has changed:</b> The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is <u>6/30/18</u> .	
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . <b>If the compensation has changed:</b> The contract price is amended by <input checked="" type="checkbox"/> Increase of \$ <u>180,000.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>one million two hundred fifteen thousand</u> dollars (\$ <u>1,215,000.00</u> )	

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Armine Eny*

5/24/18

President, Board of Education

Date

Superintendent

Chief or Deputy Chief

*Dy. H. ...*

5/24/18

Secretary, Board of Education

Date

**CONTRACTOR**

*Colleen Chawla*

3/28/18

Contractor Signature

Date

Print Name, Title

**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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

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

Alameda County will contract with community-based agencies to operate School-Based Health Centers, which provide a range of services, including case management and mental health counseling, physical exams/sports physical, diagnosis and treatment of minor illness, injury and medical conditions, STD screening and treatment, health education for students and families (e.g., nutrition/physical fitness, adolescent development, sexual health, dental screening and treatment, youth development programs (e.g., peer health education, youth participatory action research, youth advisory boards), professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on an off-site. Additionally, School-Based Health Center staff will participate in Coordination of Services Team (COST) to field and manage referrals from the school communities they serve and match students with needed support services, as well as conduct outreach to inform students, parents and staff about services.

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.

School-Based Health Centers increase access to health services, including medical, dental, mental health, health education, and youth development and help ensure that students are in school and ready to learn.

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

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

4. **Alignment with 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.
  - a. 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.
  - b. Meeting announcement for meeting in which the CSSSP modification was approved.
  - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

# AMENDMENT ROUTING FORM 2017-18

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



### Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
  - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
  - Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) kelly.leonard@ousd.org

### Contractor Information

Contractor Name	Alameda County Health Care Service Agency	Agency's Contact	Colleen Chawla				
OUSD Vendor ID #		Title	Director				
Street Address	1000 San Leandro Blvd. Suite 300	City	San Leandro	State	CA	Zip	94577
Telephone	510-667-3024	Email (required)	colleen.chawla@acgov.org				

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

Original Contract Amount	\$ 1,035,000.00	Original PO #	P1803091	New Requisition #	R0183604
Amended Amount	\$ 180,000.00	Start Date	12/15/17	End Date	6/30/18
New Total Contract Amount	\$ 1,215,000.00	Pay Rate Per Hour		# of Hours	

### Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
5640	LEA/MEDICAL INT	9221211103	5825	\$ 180,000.00
			5825	
			5825	

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

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	<b>Administrator / Manager</b> (Originator)	Name	Mara Larsen-Fleming	Phone	510-879-8486		
	Site/Department (Name & #)	922/Community Schools and Student Services			Fax	510-879-4605	
	Signature	<i>Mara Larsen</i>			Date Approved	3/29/2018	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)						
	Signature				Date Approved		
3.	<b>Network Superintendent/Deputy Network Superintendent</b>						
	Signature	<i>Ande Bustamante</i>			Date Approved	29 March 2018	
	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$ _____						
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
	Signature	<i>Paul Dil</i>			Date Approved		
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract						
<b>Legal</b> Required if not using standard contract		Approved		Denied - Reason		Date	
<b>Procurement</b>	Date Received			PO Number			



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-2381
Introduction Date	1/10/18
Enactment Number	18-0018
Enactment Date	1-10-18



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools. Thriving Students

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
**Board Meeting Date** (To be completed by Procurement) 1-10-18  
**Subject** Professional Services Contract - Alameda County Health Care Services Agency  
- Community Schools & Student Services Department (site/department)

**Action Requested** Approval of professional services contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to Community Schools & Student Services Department for the period of 12/15/17 through 6/30/2018.

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

In alignment with the Full Service Community School Model, school-based health centers will increase access to medical, dental, mental health, health education and youth development services. SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from the school communities they serve and match students with needed support services, as well as conduct outreach to inform students, parents and staff about services and how to refer. The Central Family Resource Center will conduct enrollment in health coverage and social services, food distribution, as well as provide resources and referrals to families who self-refer or are referred by schools and other OUSD departments, programs, and partners.

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

Approval by the Board of Education of a Professional Services Contract between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide a range of services to the School-Based Health Centers, which are operated by community-based agencies through contracts with Alameda County, including case management and mental health counseling; physical exams/sports physical; diagnosis and treatment of minor illness, injury and medical conditions; STD screening and treatment, health education for students and families e.g., nutrition/physical fitness, adolescent development, sexual health; dental screening and treatment; youth development programs e.g., peer health education, student research teams, youth advisory boards; professional development for school staff; outreach to youth and their families; community-wide health promotion events and activities; and referrals to health and social service providers off-site; through the District's Central Family Resource Center, provide health insurance enrollment; CalFRESH enrollment; food distribution through a partnership with Alameda County Foodbank; and case management and referrals, via the Community Schools and Student Services Department, for the period of December 15, 2017 through June 30, 2018, in an amount not to exceed \$1,035,000.00.

**Recommendation** Approval of professional services contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to Community Schools & Student Services Department for the period of 12/15/17 through 6/30/2018.

**Fiscal Impact** Funding resource name (please spell out) 9225/Kaiser Health & Wellness Grant  
not to exceed \$ 1,035,000.00

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Insurance Certification
  - TB screening documentation
  - Statement of qualifications



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

**Legislative File ID No.** 17-2381

**Department:** Community Schools & Student Services Department

**Vendor Name:** Alameda County Health Care Services Agency

**Contract Term: Start Date:** 12/15/17 **End Date:** 6/30/2018

**Annual Cost:** \$ 1,035,000.00

**Approved by:** Mara Larsen-Flemming

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Alameda County Health Care Services Agency will provide technical assistance and funding for the District's school-based health centers to provide medical, dental, mental health, health education and youth development services and to provide funding for coordination of the OUSD Central Family Resource Center.

**Summarize the services this Vendor will be providing.**

School-Based Health Centers, which are operated by community-based agencies through contracts with Alameda County, provide a range of services, including 1) case management and mental health counseling, 2) physical exams/sports physical, 3) diagnosis and treatment of minor illness, injury and medical conditions, 4) STD screening and treatment, health education for students and families (e.g., nutrition/physical fitness, adolescent development, sexual health, 5) dental screening and treatment, 6) youth development programs (e.g., peer health education, student research teams, youth advisory boards), 7) professional development for school staff, 8) outreach to youth and their families, 9) community-wide health promotion events and activities, and 10) referrals to health and social service providers on an off-site. The OUSD Central Family Resource Center provides, 1) health insurance enrollment, 2) CalFRESH enrollment, 3) food distribution through a partnership with Alameda County Foodbank, and 4) case management and referrals.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Price negotiated in master agreement with Alameda County Health Care Services Agency. The County is the sole provider for technical assistance and management of School-Based Health Centers.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Alameda County Health Care Services Agency (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be 12/15/17 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300.00, whichever is later) to 6/30/2018. The work shall be completed no later than 6/30/2018.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Million Thirty-Five Thousand Dollars (\$ 1,035,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ 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: N/A

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 OUSD and in that case must be replaced by CONTRACTOR without delay.

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

Professional Services Contract

**OUSD Representative:**

Name: Mara Larsen-Flemming  
Site /Dept: Community Schools & Student Services Department  
Address: 1000 Broadway Ste. 150  
Oakland CA 94607  
Phone: 510-879-8486  
Email: Mara.Larsen-Flemming@ousd.org

**CONTRACTOR:**

Name: Rebecca Gebhart  
Title: Director  
Address: 1000 San Leandro Blvd., Suite 300  
San Leandro CA 94577  
Phone: 510-667-3024  
Email: rebecca.gebhart@acgov.org

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required 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, sexual orientation, or other legally protected class.

**Professional Services Contract**

13. **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.
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 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.
18. **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 contact 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

Professional Services Contract

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.

- 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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any 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. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 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 that formal approval. This Agreement shall be deemed 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.

- 32. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

*Aimee Ery*  
\_\_\_\_\_  
 President, Board of Education  
Date 1-10-18

Superintendent  
 Chief or Deputy Chief  
*[Signature]*  
\_\_\_\_\_  
Secretary, Board of Education  
Date 1-10-18

CONTRACTOR

*[Signature]*  
\_\_\_\_\_  
Contractor Signature  
Date \_\_\_\_\_

Rebecca Gebhart  
Interim Director  
\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

File ID Number: 17-2381  
Introduction Date: 1-10-18  
Enactment Number: 18-0018  
Enactment Date: 1-10-18  
By: *[Signature]*

## 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

School-Based Health Centers, which are operated by community-based agencies through contracts with Alameda County, provide a range of services, including 1) case management and mental health counseling, 2) physical exams/sports physical, 3) diagnosis and treatment of minor illness, injury and medical conditions, 4) STD screening and treatment, health education for students and families (e.g., nutrition/physical fitness, adolescent development, sexual health), 5) dental screening and treatment, 6) youth development programs (e.g., peer health education, student research teams, youth advisory boards), 7) professional development for school staff, 8) outreach to youth and their families, 9) community-wide health promotion events and activities, and 10) referrals to health and social service providers on an off-site. The OUSD Central Family Resource Center provides, 1) health insurance enrollment, 2) CalFRESH enrollment, 3) food distribution through a partnership with Alameda County Foodbank, and 4) case management and referrals.



**Professional Services Contract**

- 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.**

School-Based Health Centers increase access to health services, including medical, dental, mental health, health education, and youth development and help ensure that students are in school and ready to learn. The OUSD Central Family Resource Center increases access to health and social services to ensure that families have the resources they need to thrive and support their children in school

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

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

- 4. Alignment with 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.



County of Alameda  
 Risk Management Unit  
 125 - 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
 Oakland, CA 94607  
 (510) 272-6920

**Certificate Holder:**  
 Oakland Unified School District  
 Attn - Risk Management  
 900 High Street  
 Oakland, CA 94601

This is to certify that the County of Alameda is self-insured for the following coverages:

Types of Coverage	Self-insured Limits
<b>General Liability</b> Personal injury, bodily injury, property damage, employment, environmental, errors and omissions	\$1,000,000 per occurrence
<b>Automobile Liability:</b> Vehicles owned, non-owned, hired	\$1,000,000 per occurrence
<b>Workers Compensation/Employers Liability</b>	WC: \$3 M SIR EL: \$3M

**Special Terms and Conditions**

1. It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Alameda. That it does not permit any assumption of liability, which does not result from and that is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate.
2. This certificate confirms coverage for Alameda County Health Care Service Clinical Case Managers to operate School-Based Health Centers that provide medical, mental health, health education and youth development services. The contract commenced July 1, 2017 and ends June 30, 2018. OUSD is an additional covered party, but only in connection with this contract.
3. This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the County of Alameda, its officers, agents, employees or other persons under its direction and control.

Should any of the above described programs of self-insurance be modified or canceled before the expiration date shown below, the County of Alameda will provide 30 days written notice to the named Certificate Holder.

DATE ISSUED: July 1, 2017  
 CERTIFICATE EXPIRE: June 30, 2018 (midnight)

Signed: *Karen Caoile*  
 Karen Caoile, Sr. Risk and Insurance Analyst

Requesting Dept: C. Yale, HCSA



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**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Boulevard, Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

September 6, 2017

**Statement of Qualifications**

**Alameda County Health Care Services Agency has historically partnered with Oakland Unified School District on many initiatives. A statement of qualifications has never been required of the Agency.**

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018

## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- 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  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact: Emails about this contract should be sent to: required [Mara.Larsen-Fleming@ousd.org](mailto:Mara.Larsen-Fleming@ousd.org)

## Contractor Information

Contractor Name	Alameda County Health Care Services Agency	Agency's Contact	Rebecca Gebhart			
OUSD Vendor ID #	V052939	Title	Director			
Street Address	1000 San Leandro Blvd., Suite 300	City	San Leandro	State	CA	Zip 94577
Telephone	510-667-3024	Email (required)	rebecca.gebhart@acgov.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Anticipated start date	12/15/17	Date work will end	6/30/2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9225	Kaiser	9221211120	5825	\$ 1,035,000.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0181063	Total Contract Amount	\$ 1,035,000.00	

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

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

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Mara Larsen-Fleming	Phone	510-879-8486	
	Site/Department (Name & #)	Community Schools & Student Services Department			Fax	510-879-3123
	Signature	<i>Mara Larsen-Fleming</i>			Date Approved	11/7/2017
2.	Resource Manager, if using funds managed by	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature	<i>Andres Bustamante</i>			Date Approved	
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Soul Se</i>			Date Approved	11/8/17
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved		Denied - Reason	Date	
Procurement	Date Received			PO Number		

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : alameda\* county\* health\* care\* services\* agency\***  
**Record Status: Active**

<b>ENTITY</b>	<b>ALAMEDA, COUNTY OF</b>	<b>Status:Active</b>
<b>DUNS: 786370577</b>	<b>+4:</b>	<b>CAGE Code: 4EL80 DoDAAC:</b>
<b>Expiration Date: Feb 6, 2018</b>	<b>Has Active Exclusion?: No</b>	<b>Debt Subject to Offset?: No</b>
<b>Address: 1000 SAN LEANDRO BLVD STE 200</b>		
<b>City: SAN LEANDRO</b>	<b>State/Province: CALIFORNIA</b>	
<b>ZIP Code: 94577-1674</b>	<b>Country: UNITED STATES</b>	