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Board Cover Memorandum

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director, Special Education Stacey Lindsay, Special Education Director, Related Services: Psychological and Mental Health
Meeting Date	June 28, 2023
Subject	Services Agreement 2022-2023 - Essential School Solutions, LLC (ESS) - Special Education Department
Ask of the Board	<input checked="" type="checkbox"/> Approve Services Agreement <input type="checkbox"/> Ratify Services Agreement
Services	Approval by the Board of Education of a Services Agreement 2022-2023 by and between the District and Effective School Solutions, LLC, New Providence, NJ, for the latter to provide services that include: comprehensive mental health services to students with Individualized Education Programs (IEPs) who require Educationally Related Mental Health Services (ERMHS) to access their specialized academic instruction to those students placed in the mental health specific (also known as a counseling enriched) special day classes at Montera Middle School, Roosevelt Middle School, and McClymonds High School; mental health services through an "outpatient" model for students with counseling services included in the IEPs, but who do not require a more restrictive placement in a Counseling Enriched Special Day Class (CE SDC) program across any Oakland Unified School District school site; individual and group therapy in accordance with student IEPs; milieu services, family services, other collateral or consultative work to support the students, the broader IEP team and school staff who engage with the students who will have access to psychiatric medication management when it is determined it is required to support their progress, via the Special Education Department, for the period of July 16, 2023 through June 30, 2026, in an amount not to exceed \$5,591,500.00.

Term	Start Date: July 16, 2023	End Date: June 30, 2026
Not-To-Exceed Amount	\$5,591,500.00 for the term of the three year contract	
Competitively Bid	Yes	
In-Kind Contributions	Oakland Unified School District will provide space for the IEP driven confidential therapeutic services to be provided as per the Appendix A to Exhibit A of Services Agreement 2023-2026 Between Oakland Unified School District (OUSD) and Effective School Solutions, LLC (Vendor)	
Funding Source(s)	RES 6500 Special Education	
Background	<p>Since 1986, mental health services mandated through IEPs have been provided to our students through Alameda County Behavioral Health (ACBH) based on Assembly Bill 3632. In 2010, AB 3632 was repealed and replaced by AB 114, returning the responsibility of IEP related mental health services to Special Education Local Plan Areas and their districts and SELPAs. ACBH continued to partner with the districts of Alameda County, including OUSD. In June 2022, school districts were notified by ACBH of their gradual withdrawal from providing Educationally Related Mental Health Services (ERMHS) with a final end date of June 30, 2023. As of July 1, 2023, the provision for ERMHS will be the sole responsibility of OUSD/Oakland SELPA to implement as federally and state mandated in student IEPs who have been determined to require such services in order to access their specialized academic instruction (SAI).</p> <p>Essential School Solutions was selected for the Counseling Enriched SDC based on their ability to provide trained mental health clinicians and behavioral support staff. Additionally, they maintain a model that includes the use of a "float" clinician to fill in when long-term absences or vacancies occur. As such, ESS is prepared to also provide outpatient counseling services to OUSD special education students, supporting them within their home schools or school of choice. They are willing to provide guidance to classroom teachers for those students with outpatient services, and will support psychiatric medication management when needed. ESS is new to serving in OUSD, however, ESS has provided mental health services in similar capacities in school districts across the United States with similar demographics and maintain a robust progress monitoring system for the students to whom they provide services.</p>	

Attachment(s)	<ul style="list-style-type: none">● Services Agreement 2022-2023 - Essential School Solutions, LLC (ESS), for fiscal years 2023-2026● Essential School Solutions Proposal to RFP #22-132PEC● Request for Proposal (RFP) #22-132PEC - Special Education Educationally Related Mental Health Services for Oakland Unified Students● Data Sharing Agreement 2022-2023, for fiscal years 2023-2026● Appendix A to Exhibit A of Services Agreement
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SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”): Effective School Solutions, LLC (ESS).

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
July 16, 2023.

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):
June 30, 2026.

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.**

All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to OUSD under this Agreement or prepared by or on behalf of VENDOR in the course of performing its obligations under this Agreement (collectively, the "Deliverables"), except for any Confidential Information of OUSD or OUSD materials, shall be owned by VENDOR. VENDOR hereby grants OUSD a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and revocable basis to the extent necessary to enable OUSD to make use of the Deliverables for the purposes intended by this Agreement during the term of this Agreement unless otherwise agreed upon in writing with VENDOR; provided that OUSD may use MTSS Playbooks and professional development and

coaching participant guides following the expiration or termination of this Agreement.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$5,591,500.00

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within forty-five (45) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing). The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services pursuant to Section 17.d., even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** Except as set forth in Section 4 of Appendix A to Exhibit A, **VENDOR** shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by **VENDOR** under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: **VENDOR** name, **VENDOR** address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its reasonable discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform **VENDOR** of the missing items; **VENDOR** shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify **VENDOR** in writing and the new or modified requirements shall be mandatory upon receipt by **VENDOR** of such notice.
 - e. To the extent that **VENDOR** has described how the Services may be provided both in-person and not in-person, **VENDOR**'s invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - f. All invoices furnished by **VENDOR** under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon sixty (60) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or sixty (60) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon fifteen (15) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or fifteen (15) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach; or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
 - e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement within fifteen (15) days, in which case VENDOR shall stop providing Services under the Agreement within fifteen (15) days until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Carol Petrosyan
Title: Manager of Business Operations and Administration
Address: 121 Chanlon Road, Suite 310
City, ST Zip: New Providence, NJ 07974
Phone: 908-588-3157
Email: cpetrosyan@effectiveschoolsolutions.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must

give written notice of a change of mailing address or email.

13. **Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully authorized to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warranties.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
 - b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
17. **Testing and Screening.**
- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors

are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigations, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.

- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control from OUSD property if such person poses a health or safety concern. In addition, if OUSD is not satisfied with the services provided by one or more of the mental health professionals assigned by VENDOR for any lawful reason, and after engaging in a good faith discussion with VENDOR, OUSD may request a change in the professional assigned, in which case VENDOR shall use commercially reasonable efforts to effectuate the change as quickly as possible but in no event later than sixty (60) days from the date VENDOR receives the change request in writing. Consistent with Section 1 of Appendix A, ESS will provide a substitute while it secures a new permanent replacement. OUSD agrees to provide timely feedback to VENDOR of concerns about VENDOR's services and professionals to provide VENDOR an opportunity to address such concerns as promptly as possible. For the avoidance of

doubt, OUSD does not have the authority to discipline or terminate the employment of any VENDOR personnel. OUSD acknowledges that VENDOR cannot honor any request in accordance with this Section if such request would be inconsistent with VENDOR's obligations pursuant to Equal Employment Opportunity and other employment and labor laws.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twenty-four (24) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void; provided however, that either PARTY may assign this Agreement, in whole or in part in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or any similar transaction. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.
21. **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, both PARTIES agree 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, VENDOR agrees to require like compliance by all its subcontractor (s). Neither PARTY shall 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.

22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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 subsequent act from constituting a violation of this Agreement.
24. **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.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code,

and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of 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/>).
27. **Limitation of Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall either PARTY 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.
28. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted

by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including reasonable attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties, which acceptance may not be unreasonably withheld, conditioned, or delayed.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement, OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including reasonable attorneys' fees and costs, and VENDOR shall have the right to accept or reject any legal representation that OUSD proposes to defend VENDOR Indemnified Parties, which acceptance may not be unreasonably withheld, conditioned, or delayed.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to 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.

31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable

document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon

termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Duncan Young

Signature: 

Position: Chief Executive Officer

Date: 6/1/2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Michael Hutchinson

Signature: 

Position: Board President

Date: 6/29/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 6/29/2023

Approved as to Form:



Roxanne M. De La Rocha
OUSD Staff Counsel

June 1, 2023
Date

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

Effective School Solutions (ESS) will provide one Full-Time Mental Health Therapist, one Full-Time Mental Health Aid to provide federally and state mandated IEP services to the students enrolled in the CE SDC program at Montera and Roosevelt Middle Schools, and at McClymonds High School, for a total of 3 each. The IEP services the ESS staff will be required to provide include: individual and group counseling in accordance with student IEPs, therapeutic milieu support in the classroom throughout the school day, outreach and engagement with families, family counseling (when required), ongoing assessment of student needs, behavioral supports within the classroom and broader school community, medication support and psychoeducation, participation in the IEP process, case management and linkage to resources, and crisis prevention and intervention, as well as training for school site staff on mental health and behavior as described in ESS's proposal. Classroom team members and their supporting ESS staff will engage in weekly team meetings for effective alignment on student needs and either biweekly or monthly with school site leadership for alignment with the broader school climate and culture. In addition, ESS will provide 3 Full Time Mental Health Clinicians and 1 Mental Health Technician to provide services through the ERMHS Outpatient (OP) Model, providing individual counseling services in accordance with student IEPs within the school setting the students are presently enrolled at multiple schools across the district. Both the CE SDC and the OP model will include psychiatrist medication management services. The CE SDC direct service staff from ESS will be supported by additional ESS staff, including: a qualified mental health or behavioral coach or milieu supervisor; quality and risk management by ESS's QA team, up to 24 hours per school year of professional development and workshops for school site staff at times to be mutually agreed upon by the Parties, and data monitoring for progress of the service beyond progress on IEP goals. A representative from ESS will meet on a monthly basis with OUSD Special Education Leadership team members for regular updates on program progress. The Services are subject to the terms and conditions set forth on Appendix A to this Exhibit A.

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality,*

planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

The above services would be expected to continue through a telehealth/teletherapy format, and through in-person services at the student's home and/or mutually agreed upon (district family and SPG staff) location.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

- Monthly Rate: \$169,439.00 per month

Invoices shall be paid on the basis of services rendered, and costs shall be reduced if Vendor is unable to provide full staffing as described in 1A.

- 2. Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

As a result of these services, students placed in the Montera Middle School, Roosevelt Middle School, and McClymonds High School CE SDC program will receive the federally and state mandated IEP services, maintaining federal and state compliance. Further, the students provided with Effective School Solutions's services while placed in the Montera, Roosevelt, and McClymonds CE SDC program will be able to develop emotional regulation so they may engage in

academic instruction and keep them on track for graduation (high school); increase attendance at school; reduce disciplinary challenges; and develop coping skills they may continue to use throughout their lifetime for success beyond their education in OUSD. Students will demonstrate progress as measured on their IEP goals, attendance records, disciplinary records, and credits earned/grades. For those students provided with mental health services through an outpatient model, it is expected that by meeting students mental health needs at their current school sites, that there will be a reduction in referral for a more restrictive placement, such as a CE SDC program along with the noted affects listed above. In addition, the guidance provided to teachers are managing mental health and behavioral needs in the classroom will aid in the development of better student-teacher relationships and, thus, student performance in the classroom. Those students who require psychiatric medication management will have access to what they require more readily, allowing them to be focused and ready learners in the classroom and within their therapeutic sessions.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors,

volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)



Effective School Solutions



REQUEST FOR PROPOSAL #22-132PEC

SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES FOR OAKLAND UNIFIED STUDENTS

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: PROCUREMENT DEPARTMENT

 973.299.9954

 www.effectiveschoolsolutions.com

 info@effectiveschoolsolutions.com

Section I: Cover Letter

March 15, 2023

OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Related Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT

To Whom it May Concern,

Effective School Solutions (ESS) is pleased to provide a response to this Special Education Educationally-Related Mental and Behavioral Health Services for Oakland Unified School District RFP. We're confident that our deep experience in partnering with school districts across the country to provide equitable access to mental health services within the school building, makes us an ideal partner. Our mission, since 2009 has been to provide culturally inclusive mental health and behavioral support programs that improve care, strengthen outcomes, address trauma, and help students achieve their full potential. We are excited and energized about the opportunity to support OUSD students and contribute to OUSD's mission to have empowered graduates, joyful schools, and educator growth and learning.

ESS is uniquely positioned to help the district to build out this continuum of care for the ten site-based mental health programs commencing 7/16/2023 and ending 6/30/2026. As a leading provider of in-school mental health services to students with emotional and behavioral challenges, ESS partners with over 120 districts across nine states delivering in-school mental health supports. At ESS, our services not only improve clinical outcomes for students, but have had a significant impact on quantitative outcome data for students including improvements in academics, attendance, discipline, as well as providing a pathway for students to remain in their OUSD school of origin, where they can benefit from everything the district has to offer.

Prior to the COVID-19 pandemic, mental health challenges in our young people had already reached epidemic proportions. COVID-19 has served to exacerbate mental health challenges and created a form of ambient trauma for all students, which continues to have a profound impact today. Both quantitative and qualitative data suggests that student mental health challenges continue to be on the rise, yet at the same time, access to care is limited. Whether this is provider shortages, long waitlists, or even insurance barriers, the reality is that many students are not receiving the clinical care they so desperately need. With this crisis, however, comes the opportunity to reconceptualize the role that the school setting plays in providing social, emotional, and mental health support to students and the latest research highlights that students are 21 times more likely to seek clinical support within a school setting as compared to a community setting. By releasing this RFP, OUSD is recognizing the importance of this moment and seeking to develop a continuum that implements mental health best practices within the traditional school setting not only because they are medically and legally required but furthermore, the positive impact this will have on ensuring students graduate with the skills to be caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success.

This proposal is being submitted by Duncan Young, CEO of Effective School Solutions, a legal representative of the organization. By sending this letter I affirm our organization's full ability and commitment to provide the service required by Oakland Unified School District should we be awarded the contract.

For this proposal, please note that our point of contact is Carol Petrosyan, Manager of Administration and Operations, cpetrosyan@effectiveschoolsolutions.com, 908-588-3157.

Sincerely,



Duncan Young, CEO
Effective School Solutions
dyoung@effectiveschoolsolutions.com

Section II: Proposed Staffing

ESS has a longstanding track record of providing clinical services to school districts across the country by utilizing highly qualified clinical staff as well as a rigorous supervision and risk management structure. The highly structured and comprehensive clinical program that will be outlined further within the RFP begins with an intentional design of the program structure within each district as well as making sure that the right supervision and oversight structure is in place. This includes focusing recruitment efforts on ensuring that clinical staff reflects the culturally and linguistically diverse community served as well as ongoing supervision and training surrounding these critical competencies.

In the ensuing pages, we will outline both the clinical staff that will be providing direct support to OUSD students and families, our supervision structure, as well as the recruitment, retention, and training practices employed to ensure program fidelity and professional growth.

Please note that this proposal is only for the site-based portion of the RFP. Additionally, within the annual cost to the district section of this response, we have modeled out three scenarios for providing direct clinical support to Oakland Unified School District. We would also be open to alternative configurations based on future discussions with the district.

Option 1: Two Classrooms	Option 2: Six Classrooms	Option 3: Ten Classrooms
<p>Site-based support at one school with two classrooms:</p> <p>Sequoia (2 classrooms), OAK (2 classrooms), or Skyline (2 classrooms)</p>	<p>Site-based support at all middle and high school classrooms:</p> <p>Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>	<p>Site-based support at all schools:</p> <p>Sequoia (2 classrooms), OAK Elementary (2 Classrooms), Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>

The response below is tied to option 3, which corresponds to ESS providing these services across all ten classrooms. Through this option, ESS would provide the following staffing and program structure:

Site-Based Mental Health Staffing Structure:

- Ten (10.0 FTE) clinical staff members:** ESS would provide one qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs. Each clinician will have a LMFT, LCSW or be an associate MFT/Social Worker supervised by a licensed clinician and pursuant of a licensure. In addition to the services listed above, each clinician will also provide consultation and guidance to OUSD site-staff to inform them of best practices. Clinicians will have a max of 13 students on their caseload at one time and will be highly qualified with extensive experience in adolescent psychiatric settings. Further information surrounding the ESS approach to all of the services listed above will be outlined in **Section IV: Areas of Work, Collaboration, and Coaching**. For a school with two classrooms, which would be assigned two clinicians, one of these clinicians would serve as the designated lead clinician providing immediate supervision which would be on top of the supervision support of the designated Project Director.
- Seven (7.0 FTE) Mental Health Technicians (MHT):** ESS would provide one per school that is appropriately trained as a mental health aide or behavioral technician to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.

Qualified MHTs will hold at least a bachelor’s degree in a related mental health field and have experience working with children in a behavioral capacity. Each MHT will be competent and knowledgeable in the Trauma Attuned Model, Mental Health First Aid, and de-escalation strategies. Through our experience working across 120 districts in nine states, we believe that it is not only more cost effective for the district, but also clinically appropriate for there to be a shared MHT within a building. In fact, in many of our traditional SDC programs, which often have a student to clinician ratio of 10:1, our direct clinical support consists of solely just a clinical staff member. Given the increase in student to clinician ratio here of 13:1, we recommend the approach of having one MHT per site instead of one per classroom.

- **One (1.0 FTE) Project Director:** ESS is proposing one full-time Project Director be devoted to this implementation. This Project Director will have the credentials to provide supervision to the staff who are not fully licensed at the Associate Level. Additionally, the Project Director provides guidance and support on the clinical level ensuring that treatment plans are created and followed, and the best practices are in place, including connecting to community supports and providers as well as healthy working relationships with families. The Project Director will also work closely with the ESS Professional Development team and in turn, directly with ESS clinical team members and site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth.

Supervision Structure:

As noted above, ESS will not only provide the direct clinical personnel including mental health professionals and mental health technicians, but also the supervision and programmatic oversight structure. ESS believes that in addition to creating an intentionally designed system of care to support students directly, that the efficacy of the program is also intimately connected to the level of supervision and oversight that is included. To that end, the main Effective School Solutions individuals assigned to perform the supervision tasks for the Site Based Mental Health Program have been included in Attachment A.

As their biographies demonstrate, all individuals assigned to the OUSD partnership have relevant professional education and experience as well as deep expertise serving the mental health needs of K-12 students. The onsite clinical team will be assigned upon project award but will be California licensed or an associate pursuing licensure and will all have the appropriate background, certifications, and experience to serve OUSD students and families.

Listed below is a chart outlining the hierarchical supervision structure within ESS and the key roles and responsibilities of the individuals performing these tasks. Each of these components will be explored in more detail in subsequent sections of the RFP.

Role	Function
Regional Vice President of Clinical Programming	<ul style="list-style-type: none"> • Provides program oversight and supervision to the assigned Project Director and serves as a secondary liaison between OUSD and ESS.
Project Director	<ul style="list-style-type: none"> • Provides weekly individual clinical supervision to therapists. • Conducts weekly treatment planning with therapists. • Facilitates weekly administrative meetings with each OUSD site to review students in the cohort. • Provides coverage in ESS programs due to any clinician absences not covered by the floater. • Serves as primary liaison between OUSD sites, the district, and ESS.
Director of Program Development and Behavioral Services	<ul style="list-style-type: none"> • Oversees nationally behavioral programs and assists with development of ESS protocols.

	<ul style="list-style-type: none"> Provides consultation with ESS leadership, district, and individual sites on implementing Trauma-Attuned strategies and interventions.
10 Clinicians: <ul style="list-style-type: none"> Sequoia Elementary (2 classrooms) OAK Elementary (2 classrooms) Montera Middle (1 classroom) Roosevelt Middle (1 classroom) Life Academy (1 classroom) Skyline High School (2 classrooms) McClymonds High School (1 classroom) 	<ul style="list-style-type: none"> Conducts comprehensive clinical assessments specific to the developmental age of students to develop treatment plan goals and then executes on these. Provides individual student counseling, group counseling, milieu support, family counseling, and urgent response and crisis assessment sessions with students. Collaborates with collateral contacts. Develops and manages the behavior intervention system and provides behavioral coaching to teachers. Provides classroom observations of students and consults with classroom staff. Maintain ongoing counseling progress notes and pertinent records.
Floater clinician	<ul style="list-style-type: none"> Provides coverage in ESS programs in the absence of the primary clinician and the Project Director.
7 Mental Health Technicians	<ul style="list-style-type: none"> Promotes and delivers trauma-attuned interventions, reset planning, coping skills development, and social-emotional skill building consistent with needs of the student in a safe and ethical manner. Facilitates and supports classroom-wide positive behavior interventions and provides assistance in de-escalation and crisis intervention, as needed. Works with other members of the ESS/classroom multi-disciplinary team in leading/assisting student activities and groups. Performs student data tracking to capture relevant data for behavioral incidents, student triggers, and reset plan effectiveness to determine treatment priorities and functions of behavior.
Quality and Risk Management	<ul style="list-style-type: none"> Audits clinical charts and ensures fidelity to ESS model and protocols and conducts special case reviews. Continuously monitors the academic and clinical progress of ESS students and collects data on both a monthly and quarterly basis.
Talent Management	<ul style="list-style-type: none"> Full recruitment team dedicated to identifying clinical professionals with the credentials and the right experience to support OUSD’s programs.
Data Analysis	<ul style="list-style-type: none"> Creates reporting, data and dashboards to support program implementation and progress monitoring.
Dual diagnosis (IDD/MI)	<ul style="list-style-type: none"> Provide Dual-diagnosis (IDD/MI) therapeutic licensed mental health consultant. Consultation services shall include: <ul style="list-style-type: none"> Regular consultation and support to school-based clinicians. Observation and Assessment. Professional Learning Four-Part Series for OUSD mental health staff on <i>Dual-Diagnosis: Approaches for Individuals with Co-Occurring Intellectual/developmental disabilities and Mental Health</i>. Monthly Group Based Technical Assistance Sessions for OUSD and ESS mental health team. Data Collection on student behaviors. <p>Effective School Solutions can provide mental health consultation services for identified schools within OUSD at any given time during the Full School Year.</p>

Recruitment Practices:

ESS has sufficient staffing, resources, and capacity to support the proposed clinical work. Since May 2022, ESS has hired over 150 clinical professionals across the country to support our district partnerships and currently employs over 500 clinical staff members across 9 states, including California. All clinicians hired by ESS will be qualified California clinicians with an LMFT, LCSW or be an Associate MFT/Social Worker pursuant of a licensure supervised by a licensed clinician. Clinicians will also have experience in child and adolescent psychiatric counseling services. In addition, direct program supervision would be provided by a dedicated Project Director as well as the Regional Vice President of Clinical Programming, and further oversight by the quality and risk management team.

With regard to preparation for staffing the program, ESS has a full recruiting department that is tasked with staffing program implementations with clinicians that are state certified, have the right clinical experience, and that also reflect the diverse needs of the students of OUSD. Our organization will be ready to initiate program start-up with all identified schools immediately and begin service delivery at all sites by the specified date should we be fortunate to be the chosen agency.

ESS uses a combination of online hiring platforms, in conjunction with our aforementioned recruiting team, to identify top-tier candidates with the requisite skills to serve our district partners. All ESS staff go through an extensive interview process, reference checks, and state-mandated background checks to ensure that they are the right fit for each districts unique needs and are able to be expert collaborators for school site personnel. We focus on ensuring all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. The therapists are trained in adolescent psychiatric counseling services, ESS Protocols, Policy and Procedures and evidenced-based approaches annually. All staff credentials are verified, and annual verifications are conducted to ensure on-going compliance. All staff members also receive annual performance reviews and weekly clinical supervision from the dedicated Project Director.

Staff Retention:

ESS is a people first company and retaining our clinical talent is a top priority. Regional Directors alert Recruiters of any concerns regarding staff members and partner to find interventions for support. Together, they execute the strategies that have been identified as appropriate for the specific problem as a team. The first few months of employment are critical for retention. Recruiters schedule check-ins with newly hired staff to make sure staff is developing a sense of community and clear understanding of their role and responsibilities.

ESS invests in professional growth and development to give staff opportunities to continually update their skills. The ESS Learning Management Platform (Relias) has differentiated pathways to address every skill level. ESS also provides opportunities for clinicians to earn Continuing Education Units (CEUs) free of charge.

As our company continues to grow, we are finding new ways to create a culture where every voice feels heard and recognized. Each staff member has scheduled regular check-ins with their direct manager. We've created weekly "Coffee Chats", a virtual meeting providing the opportunity for clinical staff to engage with the Executive Team in a small group setting to ask questions and get responses directly from senior leadership. Our quarterly Town Hall forums provide company-wide updates from ESS's most senior leaders. We've also created semi-annual staff engagement surveys which are designed to gauge staff satisfaction which are submitted anonymously.

Every spring, we send out intent to return surveys as proactive measures to get an early view on staff's plans for the upcoming year. Based on the feedback from the survey, we can support staff by connecting them to new programs, shifting their roles, support internal transfer to a new district or region, and learning about career interests that allow us to offer staff new opportunities and promotions.

We recognize the incredible work of our staff with anniversary awards, company-wide spotlight recognition, and company value awards. We also highlight our staff members with staff shoutouts in our quarterly newsletter, The Messenger, and on staff spotlights on social media. We honor the achievement of our staff with mid-year and end-of-year merit awards based on educational data thresholds, documentation, and clinical excellence.

Lastly, when staff members decide to transition from ESS, we provide the option to share feedback in an exit interview to get to the root cause of departure. Exit interview allows us to identify the right actions to take to retain our top performers, drive improvements to make a more positive work environment.

We are creating a culture and work environment that staff thrive in. We are able to compete with other companies in our industry to recruit, develop, and retain the best talent.

Staff Training:

Effective School Solutions (ESS) focuses on aligning learning to our staff by various means. We consider the *why* behind skills development, and we are intentional about how training is delivered to equip our staff to learn.

It is important to note that all ESS' clinical staff are trained to embrace and adopt a culturally inclusive "Strength-Based" practice that includes an ongoing collaborative process between the student and their family which allows them to work together to determine an outcome that draws on the student's strengths and assets while avoiding perceived weaknesses. ESS' clinical interventions focus on creating a coordinated sequence of positive experiences by providing key developmental support and opportunities for success. ESS's clinical practices have been found to be effective across diverse demographic groups, with ESS clinical staff ensuring appropriate adaptations and modifications are included in all clinical service delivery for each student being served. ESS has 3 goals for training staff:

GOAL ONE: New Staff Training is for new employees to learn all the policies and procedures to ensure success in the school program. As part of the ESS New Employee Training, all new staff are mandated to attend the appropriate supervision groups during their first month of employment. These will help to address administrative, program start up, and programmatic issues.

GOAL TWO: ESS Training Program are mandated trainings for all staff, and some are specific to clinical staff. This program strengthens those skills that each employee needs to improve while keeping up advances and trends in the mental health field. The ESS Training Program is mandated for all employees and is outlined below:

GOAL THREE: ESS Developmental Program brings all employees to a higher level, so they all have similar skills and knowledge. The ESS Development Program will be divided by skill level. There will be a Pre-Licensed Clinician Development Program, Mid-Level Clinician Development Program, and Seasoned Clinician Development Program. The ESS Development Program also includes Supervision Groups.

A comprehensive list of each training component and supervision group is detailed in Attachment B.

Additionally, as part of our onboarding of new clinicians, staff members will be trained specifically in the ESS Trauma-Attuned Model®. TAM® uses the acronym PART.

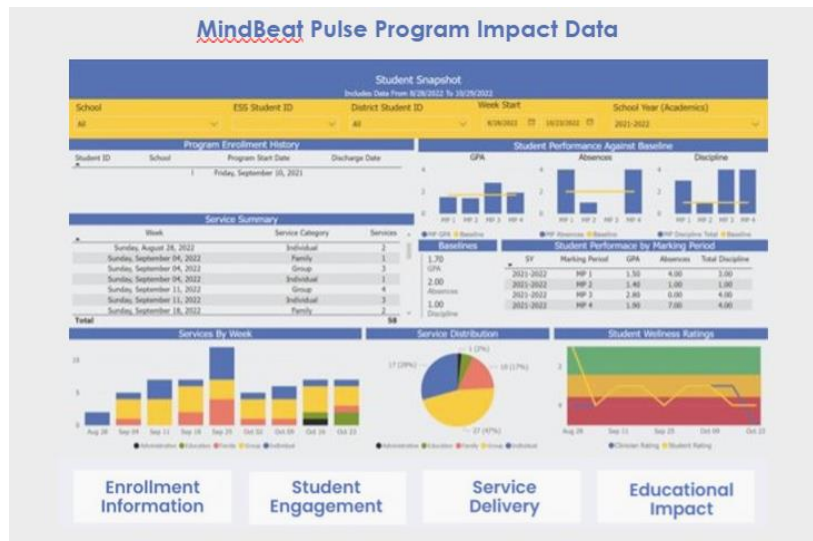
- **P**revalence-How prevalent is trauma.
- **A**ffect-What is "affect" of trauma on our students, staff, parents and our school.
- **R**esponse-How do we effectively respond to trauma.
- **T**riggers-What Triggers lead to re-traumatization.

Further information about TAM is detailed in **Section IV: Areas of Work, Collaboration, and Coaching.**

Section III: Related Experience:

Since 2009, the mission of ESS has been to provide high quality and cost-effective in-district clinical programming for students with significant emotional and behavioral challenges. ESS has pioneered a new model of in-school intervention for these students, developing a completely new approach that has changed how students with emotional and behavioral problems are being educated. ESS has developed a comprehensive clinical programming structure that utilizes evidence-based practices to provide therapeutic support to students with the highest level of needs. Through direct clinical treatment incorporating group therapy, individual therapy, family therapy, and family support group, coupled with a supervision structure and quality and risk management department, ESS has created the gold standard for in-school clinical programming.

The growth of ESS has been fueled by our relentless focus on data and on measuring the results of our work, and on the proven impact that our programming has on student mental health and academic outcomes. For all of our mental health therapy, ESS collects multiple data points on each student served and has extensive evidence of success. Each student participating in ESS has grades, disciplinary data, and attendance data compared versus a baseline of what those measures looked like before entering the ESS program. Since it's critical for districts to have real-time access to data, ESS designed an online portal called *MindBeat Pulse™*, which allows districts to monitor student progress through ESS clinical services and for educators who are enrolled in ESS professional learning. The *MindBeat Pulse™* dashboard, as seen below, provides a daily snapshot of a district's data, allowing administrators to see progress as it's happening.



For the 2021-2022 school year (a sample size of almost 3,000 students), our key success measures were as follows:

- 65% of students maintained or increased their grade point average
- 21% average reduction in student absences
- 67% reduction in disciplinary incidents
- 98% retention of students participating in ESS in-district vs. enrollment in an NPS or therapeutic outplacement
- 347,966 total therapeutic interactions with students and families
- 93% of students participating in the program reported positive or neutral wellness

In addition to the above listed stats, ESS surveys families annually to provide feedback on programmatic impact. Here are the results from our 2021-2022 parent survey nationwide:

Consistently High Parent Satisfaction



Parent Survey Ratings (4=Strongly Agree, 3=Agree, 2=Disagree, 1=Strongly Disagree)

ESS values the longevity of many of our district partners. ESS has provided services across the country in districts with diverse cultural, linguistic, and socio-economic populations including Hartford Public Schools (CT), Bridgeport Public Schools, Harrisburg School District (PA), Gilroy Unified School District (CA), Santa Maria Joint Union High School District (CA), Redwood City School District (CA), Newark Public Schools (NJ), and Cherry Hill Public Schools (NJ). References have been provided for several of these districts in Exhibit C. In each of the districts we serve, including the aforementioned ones, the throughline is helping to remove barriers to providing equitable high quality mental health support services for students and their families, which in turn opens up opportunities for students to gain essential skills necessary to successfully transition and thrive in their community.

Additionally, below are case studies on several of the aforementioned districts in which ESS has provided services similar to those outlined in this RFP. These examples represent a mix of different district types as well as highlight the unique impact that ESS has with each partner districts.

Santa Maria Joint Union High School District (SMJUHSD), California (ESS Partner since 2022)

Effective School Solutions is an essential resource for providing school-based counseling services to the SMJUHSD. The district is primarily serving marginalized and disenfranchised students who are coping with high rates of trauma which is interfering with their ability to learn and succeed in school. The ESS team is comprised of 11 clinicians and a Project Director, who work to create a safe and supportive environment where students can receive the help they need to address their trauma and build the skills they need to overcome the challenges they face. The clinical team is solely comprised of individuals that are from the community with many of them being graduates of SMJUHSD themselves.

Through the use of evidence-based counseling techniques, ESS helps students identify and process their trauma, develop coping skills, and build resilience. This approach recognizes that students who have experienced trauma may require a more comprehensive level of support to address the unique challenges they face. By providing culturally sensitive and trauma-informed counseling services to both students and families, ESS helps marginalized and disenfranchised students overcome the barriers that have prevented them from achieving their full potential.

In addition to counseling services, ESS works directly with school staff to create a trauma-sensitive learning environment that supports the needs of all students. This may involve providing professional development for educators,

implementing school-wide policies and practices that promote safety and well-being, and fostering partnerships with community-based organizations that can provide additional resources and support.

Cherry Hill Public School District, New Jersey (ESS Partner since 2009)

An additional example of ESS's success is the impact we have had in the Cherry Hill School District, and in particular, at the Alternative High School (AHS).

When ESS began providing services at AHS in Cherry Hill, the district used the school primarily for students with behavioral problems and referred students with emotional problems out-of-district. Approximately forty students were in such placements which created an enormous cost burden to the district. ESS' task was to convert the school to a therapeutic setting, one that could educate students with both behavioral and psychiatric students. Since our implementation, out-of-district placements have nearly ended for students with emotional and behavioral problems. The entire district, with over 1,500 high school students alone, has never had more than a few students out-of-district and the budget for such placements has gone from approximately three million dollars down to nearly zero. Furthermore, AHS was recognized as a "National School of Character", the only therapeutic school in New Jersey to receive such recognition. ESS was intimately involved in integrating the clinical content to assist in meeting Character Education requirements, as well as, completing the application process. ESS staff participated alongside Cherry Hill leadership in Washington, DC when the awards were presented.

Most importantly, dozens of students at AHS have received enhanced levels of care and have received the support they needed to fully engage with their academic experience.

Newark Public Schools, New Jersey (ESS Partner since 2018)

Newark Public Schools is the largest school district in the state of NJ servicing over 40,000 students. ESS entered a partnership with Newark in 2018 to service classified students in the Special Education department who are struggling both academically and behaviorally. Initially, we worked exclusively with their "behavioral" classrooms from grades k-12. By way of additional background, Newark is an urban district with the majority of our students coming from single guardian low-income homes that have experienced trauma. We have provided group, individual, and family therapy as well as on demand crisis management. We also work closely with our students' teachers and school administrators. The goal has been to help their most at risk students increase their GPA and attendance, all while decreasing behavioral incidents. The district also brought back students from Out of District placements to attend the ESS program, thus saving the district money. We also worked to maintain their at-risk students in district to avoid students being sent to a more restrictive educational environment.

Hartford Public Schools, Connecticut (ESS Partner since 2021)

Hartford Public Schools began its work with ESS primarily to provide clinical services to the significant number of students that were experiencing trauma on a daily basis. As the largest urban district in Connecticut, the existing clinical teams within the district were already stretched too thin even before the pandemic, and were also focused on providing mandatory counseling services to students with IEPs. The district had seen a significant uptick in student mental health challenges and accordingly, out-of-district placements had skyrocketed in recent years. Despite strong partnerships with community providers and a strong internal staff, the district needed an organization that could provide true Tier 3 clinical programming to students, regardless of whether students were classified, which was focused on strong family engagement, individual counseling, and response to urgent interventions to reduce the dependency on outplacement,

create more bandwidth with existing clinical teams, and provide a referral source within the building for community providers for students that exhibited this highest level of need. One of the key focal points as well for the district was racial and linguistic diversity among the ESS hires and our team worked closely with the district to ensure that the ESS staff reflected the diverse needs of the Hartford community. We are currently in our second year as partners to Hartford and have been able to both quantitatively through the outcome data, but also qualitatively through our success stories, have a profound impact on the lives of many students and families, as well as help the district reduce its dependence on therapeutic outplacements.

Bridgeport Public Schools, Connecticut (ESS Partner since 2021)

Bridgeport is another large urban population center in Connecticut that has seen a sharp uptick in student mental health challenges. Like Hartford, the district saw the rising costs of therapeutic outplacements and through the success of our work in other districts in Connecticut brought ESS in to provide intensive, Tier 3 level support to students at identified sites. As with many other district partners, family engagement was a significant barrier the district faced and the focus of our work has centered around strengthening the home and school connection and engaging families in the therapeutic process through ongoing communication and structured touchpoints. Now in its second year as a partner, the data on both therapeutic engagement and student outcomes, as well as the associated impact on budget has been tremendous.

Redwood City School District, California (ESS Partner since 2020)

Redwood City is a large suburban community who had been experiencing long wait times for school-based mental health. The district leadership sought a partnership with ESS to provide timely treatment as well as high quality care. We have worked together to create a system of care within 7 schools covering the needs of both Tier 3 and Tier 2 students and families. We participate in team conversations identifying students that demonstrate progress and support their step down to existing school and community supports. This has resulted in a significant reduction in placing students in NPS. We are also in collaboration on creating a behavioral Special Day Class within the district due to challenges in the availability of Non-Public School placements. In addition, Redwood City leadership has identified significant emerging need with general education students and is partnering with ESS to support an alternative to suspension program. We have also provided ongoing professional development to teachers and parents/guardians throughout our partnership.

Gilroy Unified School District, California (ESS Partner since 2020)

Gilroy is a large suburban and rural community whose local Non-Public School closed which prompted the leadership to seek a provider capable of delivering intensive mental health care in Special Day Classes that were created to support the students requiring Tier 3 level of support. Since then, we have collaborated with the district leadership to create a continuum of care servicing students at both the Tier 2 and 3 levels for both special and general education students. Over the course of this partnership, we have also had a tremendous budgetary impact both in cost savings from the return of NPS students, but also the avoidance of additional students from being outplaced. We participate in team conversations identifying students that demonstrate progress and support their step down to existing school and community supports. We have provided ongoing professional development to teachers and parents/guardians, with the next training being Youth Mental Health First Aid.

Section IV: Areas of Work, Collaboration, and Coaching:

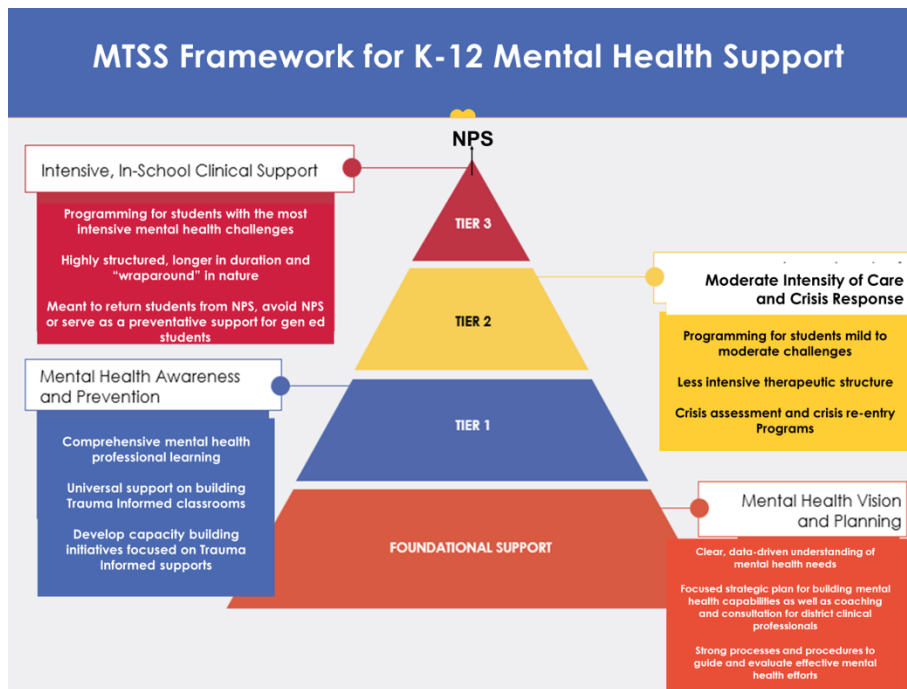
With this RFP, we are pleased to present a plan to provide services for the Site-Based Mental Health Programs and Tier 1 Comprehensive Professional Development for staff members as well as embedded virtual parent workshops for the entire OUSD community. As outlined earlier in the RFP and modeled out in the annual cost section are 3 different potential configurations for a clinical footprint for the site-based portion of the work:

Option 1: Two Classrooms	Option 2: Six Classrooms	Option 3: Ten Classrooms
<p>Site-based support at one school with two classrooms:</p> <p>Sequoia (2 classrooms), OAK (2 classrooms), or Skyline (2 classrooms)</p>	<p>Site-based support at all middle and high school classrooms:</p> <p>Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>	<p>Site-based support at all schools:</p> <p>Sequoia (2 classrooms), OAK Elementary (2 Classrooms), Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>

A comprehensive continuum of mental health services is necessary for each child to successfully access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD and are active participants in their academic and social emotional success. A description of the comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require ERMHS is provided in the accompanying narrative below. Underpinning all of our direct clinical work is an intentional focus on consistent communication. Whether this is through the structured meetings outlined below with building and district leadership, our results communication through the ESS Report Card, or the frequent contact we maintain with families, ongoing communication is key to the success of our partnership.

This belief in communication is at the heart of our vision for collaboration with schools directly but also in the relationship we maintain with families and caregivers, so students feel safe, welcomed, and liberated in their daily environments — at home, in school, and in the community. As noted below, ESS embeds touchpoints such as bi-weekly family therapy and a monthly parent support group both to create a connection with families directly, but also to create a bond amongst the ESS cohort of families. In addition to these prescribed touchpoints, we maintain weekly communication with families, sometimes even daily, as our guiding principle is that family connection and engagement is at the core of what we do.

At ESS, we have pioneered a true “systems-based” approach organized around a Multi-Tiered Systems of Support (MTSS) framework for mental health, illustrated in the diagram below, for delivering a full continuum of comprehensive mental health care in a district. This clinical approach is delivered by mental health staff who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of OUSD students, as well as provide consultation and guidance to OUSD staff to inform them of best practices. ESS clinical programming provides embedded, state-of-the-art clinical care offered within the four walls of the school building. ESS brings together clinical staff, proven programming, sound oversight, and a mature system of quality and risk management to give teachers and schools confidence that the needs of their students with emotional and behavioral challenges are being met in the most careful and cost-effective manner — all while maintaining students in the least restrictive environment.



Scope of work for students in the site-based mental health programs shall include:

- Weekly individual therapy:** Clinicians will engage in a therapy session with a minimum length of that required in the student's IEP. Clinicians will be experienced in evidence-based practices, such as CBT and DBT. However, in the event that therapeutic progress is not meeting individual student needs set forth by the district and ESS team, the clinician, in collaboration with their Supervisory Team, will shift to a new practice when needed. Individual sessions are meant to help students work on items that are not appropriate for group sessions. Students typically discuss issues that have arisen during the week and how they have integrated key skills that were discussed during their group sessions. The focus of individual sessions is on skill attainment.
- Group therapy:** Clinicians will facilitate group of similar age students with a focus on the student's specific areas of need. Group therapy can be used for either skill building or as an opportunity to "talk" and provide feedback to peers, developing and practicing their social skills. Psycho-educational skills groups typically focus on the development of key emotional regulation skills such as mindfulness. ESS staff follows a routine for this mode of therapy consisting of students going over the group rules and completing a daily check-in process.
- Milieu support:** Clinicians will respond to urgent interventions that arise for students who spend time within the mainstream, general education setting. These sessions are provided in addition to a student's regularly scheduled one-to-one session with their therapist. The urgent sessions are provided as additional support for students that are struggling throughout the school day. In addition, ESS staff will provide support and guidance for teaching staff within any classroom setting, providing observation for select students.
- Family therapy:** Clinicians will provide family therapy in accordance with the students' IEP. Family therapy will be offered to families of ESS students during the day and one evening per week. Family counseling offers students the opportunity to share their thoughts and feelings with parents and guardians as well as supporting the parent/guardian with understanding of students' disabilities. Family counseling is an essential piece to any effective clinical program with children.
- Family Open Houses:** As outlined throughout the RFP, we strongly prioritize family engagement. The open houses we run help to build a sense of community and create a bond amongst the ESS cohort of families. These ongoing events, designed around the interests of ESS families, help to build mental health awareness for parents and foster a stronger home/school connection.

- **Collaboration/Collateral Work:** ESS will directly interface with collateral contacts on a regular basis. In addition, ESS will collaborate closely with OUSD clinical teams and IEP teams as outlined in more depth below.
- **Crisis Intervention:** Clinician and/or the Project Director will respond to students in crisis and conduct an appropriate risk assessment, as needed, and will confer with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and inform site administrators.
- **Parent support group:** Parent support groups will be provided monthly, in the evening. Parent support groups provide a safe environment for parents to learn from each other and to also understand that they are not alone in the challenges they may be facing with their child. ESS clinicians facilitate these sessions and work closely with parents to build comfort in their attendance.
- **Behavioral Intervention System:** ESS staff will help manage the classroom wide behavioral intervention system and individual plans as well as collaborate on updates/changes to the system/plans as needed. All ESS students participate in a positive behavioral rewards system, which is administered by ESS staff, with a feedback system to obtain data of student behavior in their classrooms from relevant teaching staff. All rewards are supplied by ESS. If so desired, the level system can be modified to any special needs or existing programs at OUSD. The core foundation of the ESS approach to behavioral programming is the "Trauma-Attuned Model®" (TAM®), a unique approach developed by ESS that integrates a number of therapies which help students manage their reactions and problematic behaviors in the classroom and in life. TAM® especially teaches students emotional regulation strategies to be used throughout the day, particularly when an interaction in the school inadvertently stimulates a behavioral reaction. Toward this goal, daily skills groups and psychotherapy are provided to help students develop alternatives to previous problematic behaviors. In addition, family sessions, a monthly parent psycho-education group and frequent parent phone coaching help parents better manage their child and support positive behaviors at home. ESS behavioral programming is focused on providing direct clinical services to the students and their families as well as training, consultation and support for the educational professionals working with these students. For behavioral programming, the clinical programming structure and frequency is consistent with what has been described above but the programming specifically addresses the emotional problems behavioral students typically experience, especially the stress and problematic responses stemming from traumatic events, a common theme among behavioral students. Trauma often leads to an array of problematic behaviors by students, such as verbal abuse, intimidation, property destruction and defying the rules and structure of the school.
- **Behavioral coaching and professional trainings:** ESS's success with students is also tied to a unique training and consultation program to provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; ESS supports school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need. As part of our support to partners, ESS provides teachers with daily processing of classroom interactions to ensure that the classroom remains a non-triggering environment. Taken together, the unique clinical services of ESS for behavioral students and the intensive training and consultation for teaching staff significantly improve the behavior of these students and, for many, allow them to have a successful educational experience for the first time in their lives.
- **Rigorous Clinical Supervision:** A key element of the ESS program is clinical supervision. Our dedicated Project Director will provide intensive oversight of clinical work being delivered in the school to ensure that all student-centric outcomes are being met and that the proper treatment path is being followed. This supervisor also plays a critical role in managing and de-escalating high risk situations.
- **Quality Management:** Quality management is one of the foundational elements of the ESS clinical approach. The ESS Quality Management Team will continuously monitor the academic and clinical progress of ESS students and collect data on both a monthly and quarterly basis, leading to important observations and

recommendations in periodic meetings with the district's administrative and school leadership. In addition, the Quality Management Team will monitor the student clinical record created by ESS staff on a regular basis to ensure that the documentation is consistent with both ESS and professional standards. Key to quality management activities is also monitoring staff compliance with the organization's protocols and policy and procedure manuals that are crucial to the success of the student work.

- **Screening Assessment Protocols:** ESS has created a proprietary evaluation and screening tool that provides both objective and subjective components. We also use several external evidence-based tools, including the Columbia Suicide Severity Rating Scale (C-SSRS), The Answer Suicide Screening Questions Scale (ASQ), Trauma Focused-Adverse Childhood Experience Questionnaire (ACE), and the Behavior Assessment for Children (BASC). The BASC rating scale will also be used to assess student's progress post initial evaluation. ESS can adapt this assessment system to work with students referred to clinical programming or can adapt a sub-set of these assessment instruments to be delivered school-wide as a screening protocol.
- **School Avoidance Protocols:** ESS programming leads to dramatic improvement in attendance for students, and a key element of this is our school avoidance protocols. For school avoidant students, ESS staff will make therapeutic home visits to encourage enhanced school attendance. If a student is identified at assessment as having school avoidant behaviors, a School Refusal Self-Assessment is completed by that student and their parent to explore the functionality of the student's school avoidance behaviors. It is also explained to students and parents that home visits and coaching sessions are a part of the treatment interventions necessary to assist students with a history of school avoidance. The scores from this assessment will prompt a goal within the students individualized service plan. ESS staff may complete exposure hierarchies and develop desensitization plans when necessary to address school avoidance. Plans which include adjusting a student's length of day or time in classes will be discussed with relevant school personnel in advance of suggestion and implementation. Home visits are used strategically to assist students in overcoming their anxiety related to school avoidance and are only provided when the student's parent is home. ESS clinical staff will utilize cognitive and dialectical behavioral therapies to assist students in challenging thoughts related to their long-held fears which have led to school avoidance. Parent coaching sessions are an essential part of ESS' overall school avoidance protocols, as parents are encouraged to challenge some of their fears as they stand their ground regarding the importance of their child attending school. The home visit is one part of a larger intervention that includes the student and the family system. School avoidance interventions may result in referrals to outside services.
- **Summer Programming:** ESS will provide a summer support program for students enrolled in ESS services at the conclusion of the school year, should the district elect this support. The summer program will mirror the number of weeks of the district's summer schedule. The summer program is designed to support the gains made by the students during the prior school year. It includes twice-weekly group therapy (75 minutes each) and bi-weekly individual or family therapy.
- **High Quality Clinical Documentation:** High quality documentation is a key priority as a tool to guide treatment, as a means to supervise treatment, and as a risk management and liability reduction tool for the district. All assessments, treatment plans, discharge summaries, and progress notes are documented in a student clinical record housed in our Electronic Health Record (EHR) system. The system utilizes advanced security protocols such as multi-factor authentication process and is FERPA and HIPAA compliant. Every ESS clinician joining the organization attends a rigorous start-up training of which proper clinical documentation is a key focus area. Clinicians are required to document weekly notes detailing sessions, collateral contacts, and progress toward treatment goals.
- **Weekly Treatment planning:** ESS Clinicians and the Project Director will develop weekly treatment planning and goals in alignment with the IEP services and goals, as well as for psychiatric needs.

Collaboration with school-based mental health teams and school and district leadership shall include:

ESS staff members are fully embedded in our partner schools, and we work as a de facto part of the school staff. As part of this, we regularly collaborate with existing school-based and district wellness personnel in the following ways:

- Weekly administrative meetings with school-based clinical teams, OUSD Special Education, guidance, and school administration to review student's progress.
- Monthly meetings with school principals, and other key project sponsors to assess program impact and effectiveness.
- ESS will attend IEP meetings and provide consistent feedback to case managers in regards to related social/emotional goals and related services. IEP compliance will be monitored by the Project Director in coordination with district leadership.
- ESS will provide a monthly report-outlining adherence to student's IEP goals and objectives.
- Consultation to case manager to review potential referrals to ESS and attend meet and greet meetings with families to facilitate referrals.
- Strategize with case managers to assist with providing district supports and completing comprehensive plans for any students returning back to EOSD from a therapeutic outplacement.
- Quarterly to semi-annual meetings with the Superintendent and district leadership to provide quantitative and qualitative impact data.

Collaboration with the community:

We believe in creating opportunities for the community to build their own understanding of mental health and wellness and put those tools into action. As part of this response, ESS would provide 1-hour virtual workshops available for all families/caregivers district-wide. The full list of parent workshops (also available in Spanish and Portuguese) is listed in **Attachment C**, but four of the most popular include:

- **Nurtured Heart Approach®: Transforming Your Child:** The Nurtured Heart Approach® is a relationship-focused methodology founded strategically in the 3 Stands™, which helps children and adults build their Inner Wealth™ and use their intensity in successful ways. It has become a powerful way of awakening the inherent greatness in all children while also facilitating parenting success.
- **Caring for the Caregiver:** Caring for a loved one can bring strain on even the most resilient people. This workshop assists caregivers in identifying signs and symptoms of caregiver stress, as well as teaching steps caregivers can take in order to preserve their own health and well-being.
- **Navigating the Challenges Parents and Caregivers Face in Response to COVID 19** - As students continue to be in a constant state of educational transition in response to the ever-changing safety needs of COVID 19, parents and caregivers are faced with the challenge of dealing with their child's heightened states of fear and anxiety. In this presentation, participants will gain an awareness of the potential traumatic impact of COVID on children, along with tips that parents/caregivers can use to help offset their child's fears and anxiety in and out of the classroom.
- **Destigmatizing Mental Health:** This workshop helps parents and caregivers have a better understanding of what mental health wellness means in a child: the signs and symptoms that can make a child appear "fragile", or aggressive or withdrawn, as well as specific techniques for helping that child be more successful.

Section V: Methodology, Training, Interventions:

Methodology and Interventions:

Effective Schools Solutions (ESS) programming is aligned to the most effective approaches to treating mental health disorders in children and adolescents. Effective therapy for mental health challenges in children and adolescents varies by type of disorder, but the largest body of evidence provides strong support for the use of cognitive behavioral therapy (CBT) for addressing many types of mental health challenges in youth. In addition to CBT, there is research support for dialectical behavior therapy (DBT), interpersonal therapy (IPT), and mentalization-based therapy (MBT) for specific mental health issues. ESS's school-based services combine individual, group, family therapy, and parent support groups that draw on evidence-based modalities incorporating psycho-educational themes associated with both CBT and DBT; and meet research-based criteria for effective school-based programs. ESS is also unique amongst providers in that our work is research and evidence based. **Attachment D** contains a third-party research foundations study which aligns the multi-modal ESS treatment approach to foundational research. Further evidence of this is demonstrated in our commitment to objective data and to the measurement of results, described above.

In addition to the upfront clinical trainings staff is provided as well as the ongoing supervision, ESS staff members are expected to follow the specific protocols that we've developed for working with Elementary Students, Behavioral Programming, Students on the Autism Spectrum, and School Avoidant Students. These protocols have enabled the organization to provide the outcome data year after year that's listed previously in the RFP. The table of contents for one of our protocols is listed in **Attachment E** of this RFP which provides additional evidence of the theoretical underpinnings of our work as well as our methodology for how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities.

From the very beginning of clinical work with students, staff is trained to conduct intake and assessments to develop an understanding of the presenting concerns for each individual student and family circumstance. From this collection of information during the clinical interview and any relevant information available from the school (IEP, ERMHS, COST, MTSS, etc.), the therapist will develop an individualized treatment plan that determines which course of intervention will best address the student and family's needs. Additionally, there is an ongoing assessment of the needs of the student and family throughout the course of treatment which may alter the interventions needed at any specific point in time. This would include determining progress and creating a meaningful transition which would include both resources available within the school and the community, utilizing the team. Criteria for stepping students down to any supports that are available are done utilizing agreed upon criteria developed by the team, including the family and student.

Training:

Teachers and Staff:

ESS' Trauma Attuned Model® TAM® is a trademarked relationship-based, evidence-centered professional development model. ESS' Trauma Attuned Model® differentiates itself from traditional trauma informed approaches by stressing the creation of safe, nurturing, supportive, process oriented and socially cooperative classroom settings. In addition to training ESS clinical staff on TAM, ESS also will offer up to 6-hours of Trauma Attuned professional development content to OUSD teachers to create educator knowledge and practice of creating well-regulated trauma attuned classrooms. The goal is to help teachers strengthen their resiliency through awareness of trauma and its effects on overall health, development and success. When Teachers strengthen and model their own resiliency, it will naturally strengthen the

resiliency of the children in their classroom. TAM is a powerful way to become more attuned to trauma, which can promote healthy growth and achievement.

Professional development in general is an embedded element of ESS' clinical programming. As part of project start-up, we would work with OUSD district and school leadership to plan and schedule an ongoing continuum of professional learning for the entire year. We believe that for student mental health to be best supported, that a whole school approach is required, and professional learning is key to this. The purpose of the professional learning we provide is to educate teachers and staff on the warning signs of mental health challenges, to equip them with skills to manage challenging externalized behaviors in the classroom, and to put social emotional learning competencies into practice in the classroom. ESS has an extensive library of professional learning, the full list of which has been provided in **Attachment C**.

While we would like to better understand district needs and previous PD focus areas, we generally recommend that districts begin their work in establishing a strong mental health foundation by focusing on two key frameworks: the previously mentioned Trauma Attuned Model (TAM)[®] and the Nurtured Heart Approach (NHA)[®]. TAM as noted is a proprietary approach developed by ESS to integrate trauma-informed practices into classroom instruction, while the Nurtured Heart Approach is a complementary national model for creating supportive learning environments for students and re-directing challenging student behaviors. Both are excellent foundational pieces for a district to use as a means for establishing strong, healthy school cultures that are attuned to the mental health needs of students.

ESS' professional learning workshops help educate teachers and parents/caregivers on the warning signs of mental health challenges, equips them with skills to manage challenging externalized behaviors, and helps them to put social-emotional learning competencies into practice. During the 2021-2022 school year, the ESS professional learning team received an 83% overall participant satisfaction rate from the various sessions we conducted, which consisted of:

- 250 workshops
- 50 customized presentations
- 150 hours of clinical grand rounds and clinical consultations
- 8 Tips for Teachers sessions (ESS's annual virtual workshop series for partner districts)
- 9 complimentary professional learning webinars

All professional learning also comes with high quality teacher companion materials. See **Attachment F** for a sample learning companion.

Section VI: Annual Cost to The District:

Outlined below are three options for the site-based portion of the work:

<p>Option 1: Two Classrooms Site-based support at one school with two classrooms:</p> <p>Sequoia (2 classrooms), OAK (2 classrooms), or Skyline (2 classrooms)</p>	<p>Option 2: Six Classrooms Site-based support at all middle and high school classrooms:</p> <p>Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>	<p>Option 3: Ten Classrooms Site-based support at all schools:</p> <p>Sequoia (2 classrooms), OAK Elementary (2 Classrooms), Montera (1 classroom), Roosevelt (1 classroom), Life Academy (1 classroom), Skyline (2 classrooms), and McClymonds (1 classroom)</p>
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Pricing for each has been developed based on providing both the direct clinical supports for the OUSD sites, but also the clinical supervision and oversight structure, as well as embedded professional development. Additionally, this comprehensive pricing also includes non-human capital costs like technology fees, transportation costs, licenses to the Electronic Health Record System, furniture costs for ESS spaces, etc. Pricing has been developed for a 3-year term with the cost being held flat across all 3-years instead of including any COLA adjustment for the 2nd and 3rd years of the partnership. This ensures that OUSD will be able to lock into the current rates for the partnership for the length of the RFP but would be able to pay monthly over the course of the 3-year term.

We have also separated out the cost of the part-time psychiatrist and estimated the # of billable hours weekly to be included in each configuration as a separate line item underneath the pricing grid below.

	3-year List Price	3-year Discount for OUSD	3-Year Price for OUSD	Annual OUSD Cost	Monthly Cost
Option 1: Single OUSD Site (2 classrooms): Sequoia, OAK, or Skyline <ul style="list-style-type: none"> • 2 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. • 1 full-time appropriately trained mental health aide or behavioral technician (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. • Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. • Quality and Risk Management by the ESS GM Team • Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard • 24 hours of Tier 1 Professional Development Workshops from the ESS PD Library • 4 district-wide virtual workshops for parents/caregivers on mental health related topics • Extended School Year Programming (ESY) for summer 2024 and 2025 	\$1,770,000	\$165,000	\$1,605,000	\$535,000	\$53,500
Option 2: Middle and High School Focus (6 classrooms) - Montera, Roosevelt, Life Academy, Skyline, McClymonds <ul style="list-style-type: none"> • 6 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. • 5 full-time appropriately trained mental health aides or behavioral technicians (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. • Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. • Quality and Risk Management by the ESS GM Team • Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard • 24 hours of Tier 1 Professional Development Workshops from the ESS PD Library • 10 district-wide virtual workshops for parents/caregivers on mental health related topics • Extended School Year Programming (ESY) for summer 2024 and 2025 	\$7,035,000	\$1,485,000	\$5,550,000	\$1,850,000	\$185,000
Option 3: Comprehensive Footprint (All Sites and Classrooms) <ul style="list-style-type: none"> • 10 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. • 7 full-time appropriately trained mental health aides or behavioral technicians (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. • Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. • Quality and Risk Management by the ESS GM Team • Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard • 24 hours of Tier 1 Professional Development Workshops from the ESS PD Library • 10 district-wide virtual workshops for parents/caregivers on mental health related topics • Extended School Year Programming (ESY) for summer 2024 and 2025 	\$10,575,000	\$2,325,000	\$8,250,000	\$2,750,000	\$275,000

Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Option 1: Cost assumes 4 billable hours of service with a total annual cost of \$56,000 or \$168,000 for 3 years

Option 2: Cost assumes 8 billable hours of service with a total annual cost of \$112,000 or \$336,000 for 3 years

Option 3: Cost assumes 12 billable hours of service with a total annual cost of \$168,000 or \$504,000 for 3 years

Section VII: Proof of Insurance

Please see Exhibit G for Certificate of Insurance. Please note if changes are needed to the additional insured, a request may be put in with our insurance provider if this bid/contract is awarded to us.

Section VIII: References

Please see Exhibit C for references.

Section IX: Completed Exhibits

All completed exhibits can be found at the end of the PDF document. Please note that some exhibits request information that cannot be provided until the bid/contract is awarded to the awardee and are left blank in those areas at this time. Once the bid/contract has been awarded, these Exhibits can be completed.

Index of Attachments



Effective School
Solutions

Note: The following attachments contain “proprietary commercial information” and as such the contents should be redacted and/or excluded from any Open Public Records Act request.

Attachment A: Key Staff Biographies

Attachment B: Comprehensive List of Training and Supervision

Attachment C: Professional Learning Offerings

Attachment D: ESS Research Foundations Study from IESD (Third Party Research Firm)

Attachment E: Table of Contents to ESS Program Protocols

Attachment F: Sample PD Learning Companion

Attachment A

Key Staff Biographies



Effective School Solutions



Dawn Ortiz LCSW (Regional Vice President of Clinical Programming):

Dawn is the Regional Vice President of Programming for California. Dawn joined ESS in 2011 as a program coordinator demonstrating a passion for culturally inclusive mental health in schools and its impact on teachers, students, and their families. Since graduating from New York University in 1998 with an MSW, she has worked in various settings ranging from psychiatric hospitals, general education, behavioral and alternative schools, and addiction centers. In her role, Dawn will oversee the assigned Project Director providing another level of supervision to ensure fidelity to the ESS model and in turn, the full impact of the program for OUSD students and families.

Frank Lecklikner LCSW (Director of Program Development and Behavioral Services):

Frank is the Director of Program Development and Behavioral Support Services at ESS. He has over 23 years of mental and behavioral health experience serving children and adolescents who experience severe emotional and behavioral needs. During his career, he has worked as Lead Petty Officer for the only Child and Adolescent partial hospital program in the military, the Lead Clinical Behaviorist for the Children's Hospital of Philadelphia's Children's Intensive Emotional and Behavioral Program, AtlantiCare Partial Hospital Program, and at ESS as a Program Coordinator and Regional Director. Frank is a former certified trainer for the Crisis Development Model of CPI and has integrated crisis management and de-escalation into an effective Therapeutic Classroom management protocol called the ABC model of classroom management. At ESS, Frank oversees and manages the training and support of Clinicians and Mental Health Technicians on implementing ESS Trauma Attuned behavioral protocols and on the learning and utilization of crisis management and de-escalation strategies and interventions. His experience will be crucial for the development of the programs within OUSD as a primary focus of his role is to consult with partner districts and ESS staff on behavioral programs and Therapeutic Classroom best practices and implementation.

Key Staff Biographies



Effective School
Solutions

Alyssa Haley LCSW (Director of Quality Management):

Alyssa is a Licensed Clinical Social Worker with over 20 years of experience working with children, adolescents, adults, and families. She graduated from New York University with a Master of Social Work in May 2000. Ms. Haley has extensive training in the areas of depression, anxiety, trauma, play therapy, and the Nurtured Heart Approach®. Ms. Haley started her social work career working with the homeless, psychiatric population in New York City. Recognizing the need to intervene earlier in consumers' lives, she began to work with adolescents and children. Ms. Haley joined ESS in 2011 and has had many roles within the organization including clinician, Director of Quality Management & Regional Director. As Director of QM, Alyssa and her team are responsible for auditing all clinical charts kept by ESS clinicians to ensure fidelity to the ESS model and adherence to our proprietary protocols.

Lisa Ciappi LCSW (Chief Program Officer):

Lisa is a Licensed Clinical Social Worker who has 20 years of experience working with adolescents and families in various settings. She has a master's degree in social work from Rutgers University and has received extensive training in various evidenced-based treatment modalities over the years. Lisa joined ESS in 2011 and in her tenure has worn many hats within the organization, providing direct care, supervision of clinicians and directors, and overall program operations. In her role as Chief Program Officer, Lisa oversees all of our clinical partnerships across the country.



Laine Whitaker MSL (Senior Director of Professional Learning):

Laine Whitaker is the Senior Director of Professional Learning at ESS. She has over 15 years of teaching experience serving at-risk youth at the New Jersey State Department of Children and Families, Office of Education. Additionally, she was a High School Dean of Students before transitioning to consulting. Laine is an Advanced Trainer of The Nurtured Heart Approach®, a Certified Mental Health First Aid® Instructor and holds several Parenting and Youth Group Facilitator certifications. She has a Social Work certification from Rutgers University, and a master's degree in leadership from Cabrini University. At ESS, Laine uses her knowledge and passion for healthy student engagement to offer professional learning, coaching, and consulting to educators and parents. Laine was also an Adjunct Professor at Cabrini University where she taught a course on Social-Emotional Learning.

Dr. Coleen Vanderbeek (ESS Consultant):

Dr. Vanderbeek has been working in human development, neurodiversity, and Dual Diagnosis (IDD/MI) for over the past 25 years. She has devoted the bulk of her career to assisting individuals, caregivers, families, and support teams to effectively manage co-occurring mental health diagnosis, by adapting empirically based psychotherapeutic intervention to match the unique needs of individuals on the Autism Spectrum and other neurologically diverse populations. Throughout her career, she has worked with individuals of all ages (infancy through geriatric), in a variety of settings including schools, residential treatment programs, outpatient settings, inpatient and acute treatment settings, and community-based programming. Dr. Vanderbeek will serve as a consultant on this project, given her tremendous experience working with IDD/MI students and neurodiverse populations.

Attachment B

Comprehensive List of Training and Supervision



Effective School Solutions

ESS Staff Development, Training, and Supervision



Effective School
Solutions

GOAL ONE: New Staff Training is for new employees to learn all the policies and procedures to ensure success in the school program. As part of the ESS New Employee Training, all new staff are mandated to attend the appropriate supervision groups during their first month of employment. These will help to address administrative, program start up, and programmatic issues.

- **Tier 3 New Coordinator/New Lead Clinician Training Group** is a mandatory 4-week group to assist new Tier 3 Coordinators and New Lead Clinicians in the management and development of ESS programming and district partnerships, learning the “balancing act” of being a coordinator or a lead clinician, and understanding and implementing ESS policy and procedures, effectively using Welligent, understanding T2 versus T3 programming, and understanding data.
- **Tier 2 Supervision Group** is a mandated 2-week group for new Tier 2 staff to explore the unique aspects of working within a Tier 2 program. The underlying theme will be how to navigate Tier 2 within your particular district and to support you with any questions or concerns related to programming.

GOAL TWO: ESS Training Program are mandated trainings for all staff, and some are specific to clinical staff. This program strengthens those skills that each employee needs to improve while keeping up advances and trends in the mental health field. The ESS Training Program is mandated for all employees and is outlined below:

- **Data and Cybersecurity Training:** HiPAA/FERPA, Annual Security Webinar (annual), Knowb4 for ongoing security training and phishing tests, Written Information Security Plan (WISP Acknowledgement and Agreement)
- **Cultural Diversity Equity & Inclusion Training:** Cultural Humility, Racial Awareness
- **Clinical Training:** Nurtured Heart Approach (NHA)®, Trauma-Attuned Model (TAM™), IEP, Ethics, Suicide Prevention, Self-Injury, Boundaries, School Avoidant Student, Alpha Bridge Crisis (ABC) Model
- **Mandated California Training:** Behavior Interventions Training, Abuse and Neglect Reporting, Workplace Violence, Sexual Harassment, Intimate Partner Violence, Human Trafficking, Domestic Violence

ESS Staff Development, Training, and Supervision



Effective School
Solutions

GOAL THREE: ESS Developmental Program brings all employees to a higher level, so they all have similar skills and knowledge. The ESS Development Program will be divided by skill level. There will be a Pre-Licensed Clinician Development Program, Mid-Level Clinician Development Program, and Seasoned Clinician Development Program. The ESS Development Program also includes Supervision Groups.

- **Supervision Groups** are held monthly and have specific topics. These are in addition to the direct and on-going supervision provided by the Project Director and Regional Vice President of Clinical Programming,
- **Elementary Supervision Group** is a monthly opportunity for clinical staff running an ESS Elementary program to come together for process, support, and education. They will discuss topics related to programmatic opportunities and concerns, support and self-care, and will have the opportunity to present difficult student cases in order to gain feedback from peers.
- **Middle School Programming Supervision Group** is a monthly opportunity for all clinical staffers running an ESS Middle School program to come together to actively collaborate, process, support, and educate. They will focus on topics related to program implementation, best practices, school and district-based challenges, and self-care, amongst others. They will also have the opportunity to conduct presentations on challenging student cases with the goal of obtaining invaluable feedback from fellow peers and supervisors.
- **High School Programming Supervision** is a monthly opportunity for all clinical staffers running an ESS High School program to come together to actively collaborate, process, support, and educate. This group's focus will be to explore and create best practices. They will discuss topics such as group facilitation and cohesion, individual and family therapy, rapport building and partnerships with school personnel.
- **Supervision of Supervision Group** is a monthly opportunity for all ESS supervisors to collaborate. The underlying theme will address being a clinical supervisor versus a managerial/administrative supervisor. They will discuss topics such as disclosure, boundary setting, offering feedback, writing performance evaluations, and any issues that they face being a supervisor.
- **Cultural Diversity and Inclusion Supervision Group (CDEI)** is a monthly opportunity for clinical staff to discuss the treatment of students and families through the CDEI lens. Staff also can explore the CDEI context personally and within their school settings.
- **Nurtured Heart in Action Supervision** is a monthly opportunity for all employees to discuss the Nurtured Heart Approach, case conference on specific ways to implement NHA, discuss new NHA inspired clinical activities, and prioritize self-care.

ESS Staff Development, Training, and Supervision



Effective School
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- **Group Facilitation Supervision Group** is a monthly opportunity for clinical staff who are running clinical therapy groups in their schools. This supervision group will be geared towards clinicians who are looking to build competency and comfortability when it comes to facilitating group therapy sessions. This supervision group will focus on theoretical approaches to group therapy, group leadership and development, and practical interventions and activities that can be used during the group session.
- **Restorative Practice Supervision Group** is a monthly opportunity for clinical staff to learn about restorative practices, educating school personnel and implementing the practices in their schools, assisting in cultivating a positive and respectful school environment.
- **Family Therapy Supervision Group** is a monthly opportunity for clinical staff to explore the provision of family therapy within a school-based setting. Clinicians will have the opportunity to consult on implementation of family therapy and address barriers that impact providing family therapy in a school setting.
- **Behavioral/Self-contained Programming Group** This monthly supervision group is available to assist behavioral and self-contained program staff with learning about behavioral protocols, self-contained best practices, utilizing the new Functional Analysis documents, and implementing effective behavioral interventions based upon the information and data collected.
- **Dialectical Behavioral Therapy Supervision Group** is a monthly opportunity for any staff to learn and discuss Dialectical Behavior Therapy to enhance clinical practice. The group will review DBT skills for mindfulness, distress tolerance, interpersonal skills, and emotion regulation. This group will also focus on how to incorporate DBT into our daily lives.
- **Neurodiversity (ASD) Supervision Group:** is a monthly mandatory group supervision for all clinicians working in dual-diagnosis and early childhood programs. It is a voluntary group supervision opportunity for all other ESS clinicians working with either neuro-divergent students or students under the age of 8 (early childhood). The underlying theme will be the provision of evidence-based MH interventions for this specialized population. This group utilizes a Reflective Supervision model: Reflective supervision is a method of supervision in which an administrator or a mentor supports and guides a staff member through challenges that arise in working with children and their families. It is characterized by active listening and thoughtful questioning by both parties. The role of the supervisor is to help the supervisee to answer their own questions and to provide the support and knowledge necessary to guide decision-making. Reflective supervision/consultation goes beyond clinical supervision to shared exploration of the parallel process, i.e., attention to all of the relationships, including that between practitioner and student, between practitioner and parent, between parent and student, and between practitioner and supervisor.
- **Professional Learning Consultation Group Supervision** is a monthly opportunity for ESS Clinical Staff to develop their knowledge of the ESS Professional Learning Library. Participants will cultivate their public speaking skills and increase their confidence as presenters and content experts.

ESS Staff Development, Training, and Supervision



Effective School
Solutions

Recommended Trainings for All Clinical Staff Development Program

- Overview of DSM-V
- Employer Wellness: Self Care for Front Line Professionals
- Overcoming Barriers to LGBTQ+ Affirming Behavioral Health Services
- Using Communication Strategies to Bridge Cultural Divides
- Active Shooter 2.0

Recommended Trainings for Pre-Licensed Clinician Development Program

- Managing Reactions When Working with Suicidal Clients
- Children & Adolescent Psychopharmacology
- Bipolar & Related Disorders in Youth
- Verbal De-escalation Strategies

Recommended Trainings for Mid-Level Clinician Development Program (licensure and <10 years experience)

- Cultural Responsiveness & Clinical Practice
- Externalizing and Disruptive Behavior Disorders in Children & Adolescents
- Traumatic Stress Disorders in Children & Adolescents
- Children & Domestic Violence

Recommended Trainings for Seasoned Clinician Development Program (>10 years experience)

- Human Trafficking: A growing Epidemic
- Differential Diagnosis of Psychotic Symptoms
- An Overview of Intimate Partner Abuse
- How to Manage Difficult Conversation

Attachment C

Professional Learning Offerings



Effective School Solutions

Whole School Solutions

1. **The Trauma-Attuned Model®: Creating Trauma-Attuned Schools:** *6 hours*

ESS's Trauma-Attuned Model® is part of a “whole-school” approach to supporting students, viewing behaviors and actions through a trauma-based lens. This 6-hour series takes professionals through a foundational understanding of what trauma is, how trauma manifests as behaviors in students, and what educators can do to foster student resiliency and healing. The Trauma Attuned Model® is a relationship-based, evidence-centered model. The goal is to help adults strengthen their own resiliency through awareness of trauma and its effects on overall health, development, and success. When adults strengthen and model their own resiliency, it will naturally strengthen the resiliency of the children in their care. It is a powerful way to become more attuned to one's own trauma and the traumas of others, and to promote healthy growth and achievement.

2. **Introduction to the Trauma Attuned Model®:** (For Educators) *1Hour*

ESS's Trauma Attuned Model® is a relationship-based, evidence-centered approach to supporting student development, fostering student and educator resiliency, and ultimately promoting healthy growth and academic achievement. In this introduction to TAM® workshop, educators are introduced to the four key components of the model: Prevalence, Affect, Response, and Triggers (or P.A.R.T. for short). A more comprehensive 6-hour version of the Trauma Attuned Model® is also available.

3. **The Nurtured Heart Approach:** *6 hours*

The Power of Transformation: The Nurtured Heart Approach® is a social-emotional curriculum that builds relationships in which students are intrinsically motivated, both academically and pro-socially. NHA was initially created to assist the most behaviorally challenged and oppositional children, but it has been proven to have a profound impact on every child. NHA supports educators by helping them relate to children in ways that use their intensity in more constructive ways. As such, NHA creates a classroom environment highly conducive to learning.

4. **Nurtured Heart® Transforming Intense and Challenging Behaviors in the Classroom:**
(For Educators) *1 Hour*

This workshop is an introduction to Howard Glasser's "Nurtured Heart Approach®," a philosophy and technique that "focuses on energizing success and de-energizing failure." Teachers will learn classroom techniques to help shape and support positive classroom behavior among students struggling with emotional and behavioral challenges.

5. **Sexual Orientation, Gender Identity and Expression (SOGIE): Creating Safe Learning Environment for all Students**

1.5-2 Hours

Stress, anxiety, and fear are all barriers to the human's ability to input new knowledge, and thus to learn. These workshops assist educators and professionals in the development of a space in which all students can feel safe. The purpose of this introductory presentation is to introduce the three separate, yet related constructs of sexual orientation, gender identity, and gender expression. An introduction of basic terminology that relates to each construct is provided, as are the implications for establishing an affirming environment. This category can provide for additional content and thus be presented as a series. **Please Note-Additional Costs are associated with these presentations, as ESS works with a content expert for all SOGIE-related content**

6. **Youth Mental Health First Aid®: 6 Hours**

This course teaches participants how to identify, understand, and respond to signs of mental illnesses and substance use disorders. The training gives participants the skills needed to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or is experiencing a mental health crisis. **Please note: This offering has very specific requirements, and an additional registration cost. Please reach out to PD prior to scheduling.**

Mental Health Essentials for Educators

7. **School Avoidance: Call the Therapist Not the School Administrator** *1-or 2-hour versions*

School avoidance is a complex syndrome influenced by temperament, genetics, cognitive factors, and family environments. This presentation provides an overview of some of the factors contributing to School Avoidance while providing effective principles for treating and creating an effective response plan.

8. **Dialectical Behavioral Therapy (DBT) for the Classroom** *1- or 2-hour versions*
Dialectical Behavior Therapy (DBT) is a proven, effective clinical approach that incorporates mindfulness, emotional regulation, interpersonal effectiveness, and distress tolerance in adolescents. This workshop will explore ways teachers can implement activities that build upon the core tenets of DBT and cultivate an environment where students feel empowered, connected to others, and ready to learn. Participants will gain an understanding of the history and rationale for DBT, identify and practice skills within the four modules, explore how students can utilize the concepts of DBT to manage everyday stressors, and develop a plan to implement DBT skills in the curriculum.

9. **Destigmatizing Mental Health:** *1- or 2-hour versions*
This workshop helps teachers gain a better understanding of the emotional issues that could make a student appear “fragile”, aggressive, or withdrawn. They will also learn to recognize the signs and symptoms of emotional challenges, as well as specific techniques for engaging with students, leading to better performance in the classroom.

10. **Depression in Children and Adolescents:** *1- or 2-hour versions*
The goal of this workshop is to help teachers support and work more effectively with students suffering from depression. Participants receive an overview of child and adolescent depression, learn how depression can impact school performance, and develop an understanding of treatment options.

11. **Having Hope: Suicide Prevention for Schools:** *1- or 2-hour versions*
The good news is that we can help prevent suicide: children and teens spend significant time in school, so teachers and others who interact with students daily are in a prime position to recognize the signs of suicide risk and make appropriate referrals. This workshop helps teachers build the skills and confidence needed to identify and assist vulnerable youth in seeking help.

12. **Substance Abuse in Adolescents:** *1-hour version*
This session presents information about substance abuse in adolescents for educators. Topics covered include the prevalence, risk factors and early warning signs of teen substance abuse. Participants will also learn options for responding to and referring a student with a suspected substance abuse problem.

13. The Language of Behaviors: Understanding Challenging Behaviors in the Classroom

Setting: *1- or 2-hour versions*

How do we evaluate what a child's behavior is trying to communicate? Behavior is a form of communication which is especially important when children have limited means of expressing themselves or have neither the developmental level nor psychological capacities to "tell us" how they are doing and how we are doing with them. This workshop develops the ability to appreciate and understand the relevance and messaging of students' behaviors.

14. Caring for the Professional Caregiver: 1- or 2-hour versions

This workshop assists professional caregivers (teachers, therapists, administrators, aides) in identifying signs and symptoms of caregiver stress, as well as teaching steps caregivers can take in order to preserve their own health and well-being.

15. Taking a Mental Health Pulse: Student Mental Health and Academic Re-Acclimation (Professionals): 1- or 2-hour versions

As students return and reacclimate to school, it is important that the professionals in their lives understand the unique COVID related mental health responses and challenges that we all will face. This workshop will assist educators in understanding these challenges and identifying students in need of additional support. Participants will receive information on specific strategies they can use to help support students (and themselves) throughout the re-acclimation process.

16. Optimizing classroom environments to promote student learning and emotional well-being 1- or 2-hour versions

Many students entering the classroom are not in an optimal state for learning. Stress is a significant barrier to learning and adversely impacts the ability to succeed in the classroom. This presentation supports educators to better understand the implications of student stress and how to create emotional and physical space to help stressed students access learning.

17.. Addressing Stress and Its Impact on Learning for Educators: 1 Hour

This presentation will discuss the impact that stress has on student learning and engagement. New concepts that have emerged as a result of COVID such as virtual learning anxiety and its effects on executive functioning are explored. Educators are introduced to strategies that they can employ to provide students with the structure and support needed to reduce stress, enhance access to executive functioning skills, and improve academic achievement. Participants will leave with an understanding of how mental health impacts learning, as well as steps they can take to improve their students' school performance.

School Climate & Classroom Management

18. **Strategies to De-Escalate a Student:** *1- or 2-hour versions*

This workshop offers approaches that a teacher can use in the classroom to avoid getting involved in power struggles with students and triggering defiant or oppositional behaviors, promoting cooperation instead.

19. **Motivating and Engaging Students In the Classroom:** *1- or 2-hour versions*

Student engagement is defined as a student's tendency to be involved behaviorally, emotionally, and cognitively in academic activities. Research suggests that school staff have expressed growing concern for student morale and motivation in the post pandemic world. This presentation will review the impact of the pandemic on student engagement and explore the pivotal role that teachers play in the development of an environment that cultivates intrinsically motivated learners. Participants will review tips to increase student interest in learning and plans to implement student-driven strategies to improve engagement and motivation in their classroom.

20. **Transition Resets: A School District's Guide for Emotion Regulation:** *1-hour version*

Students often lack the skills and have difficulty recognizing opportunities to regulate their emotions. Transition resets imbed mindfulness and emotional regulation techniques into students' daily school routines. With frequent repetition, resetting can become a transferable skill that is easily accessed when students are overwhelmed. The more students learn the value of resetting the more they will begin to learn to reset themselves and others. In this Webinar, participants will learn strategies for developing a reset paradigm in the classroom and the entire school, along with practical techniques for implementation

21. **Helping Teachers Understand and Manage the Effects of Stress in the Classroom:** *1- or 2-hour versions*

When stress occurs frequently in the classroom, and particularly when it stems from the difficulties in educating students with emotional and/or behavioral challenges, it takes a toll on a teacher's physical and emotional well-being. This workshop helps teachers identify, understand, and overcome classroom stress in order to increase professional satisfaction and work more effectively with challenging students.

22. **The Value of Culture in the Classroom:** *1 or 2-Hours*

At the end of this presentation participants will be able to Define Culturally Responsive Teaching (CRT), Understand the Benefits of CRT and Learn Tips and Strategies for CRT **Please Note-Additional Costs are associated with this presentation. ESS works with content experts on all Cultural Proficiency and Belonging related content**

School Avoidance Specialty & Mental Health Essentials for School-Based Counselors

23. School Avoidance: Call the Therapist Not the School Administrator: 1- or 2-hour versions

School avoidance is a complex syndrome influenced by temperament, genetics, cognitive factors, and family environments. This presentation provides an overview of some of the factors that contribute to School Avoidance while providing effective principles for treating and creating an effective response plan.

24. A Mental Health Survival Guide: Preparing Students for Extended School Breaks:

As June rolls around each year, students and teachers alike are typically counting the days until summer break as they head toward a much-needed period of rest and renewal. At the same time, mental health problems call for a greater level of vigilance and planning as educators dismiss their students for the summer. In this Webinar participants will gain an increased understanding of how to develop both Individual Safety Plans and Checklists to share with students and their parents to ensure a safe summer and return to the 2022-23 School Year.

25. Understanding School Avoidance: Functions, Assessment, and Intervention: Part 1 *1- hour version*

District personnel are concerned that many new cases of school avoidance may be identified this school year, fueled in part by students' resistance to the return to more structured and demanding school days, along with various related stressors. School avoidance is a complex syndrome influenced by temperament, genetics, cognitive factors, and family environment. This presentation provides an overview for school-based Counselors on some of the causal factors of school avoidance while providing effective principles for treating and creating an effective response plan.

26. Understanding School Avoidance: Functions, Assessment, and Intervention

Part 2 *1- hour version*

This is the second part in the Essentials of School Avoidance Series. In this presentation, we will review common barriers to school attendance, creating support plans and accommodations, and effectively working with parents.

27. Working with Parents of School Avoidant Children: 1- hour version

School avoidance is a complex syndrome that is influenced by many factors including family environment. This presentation will focus on what practitioners can do to help parents not only understand their child's school avoidant behavior but also help get them back to school. Our discussion will focus on signs and factors affecting school avoidance, effective intervention strategies for treating school avoidance, and understanding best practices to help students and parents with school anxiety.

28. Cognitive Behavioral Counseling for School based Professionals:

Many of the challenges experienced by students are based on self-defeating and unhelpful thought patterns that impact both feelings and behavior. Cognitive-Behavioral Therapy (CBT) is a time-sensitive, structured, and present-oriented treatment that focuses on problem solving and teaching students how to modify these distorted patterns of thinking. This presentation provides a foundational knowledge of the principles and strategies involved in using CBT.

29. Introduction to CBT Group Skills:

This presentation will provide school counselors with the tools to create student psychoeducation groups. Participants will obtain skills to enhance group cohesion and participation. The presentation will provide an opportunity to enhance participants' knowledge of CBT skills and application within a group setting, including "rolling with resistance"

30. Introduction to Dialectical Behavioral Therapy (DBT) Group Skills:

Dialectical Behavior Therapy (DBT) is a proven, effective clinical approach that incorporates mindfulness, emotional regulation, interpersonal effectiveness, and distress tolerance in adolescents. This workshop will provide the tools to create student psychoeducation groups, while exploring ways school-based counselors can implement activities that build upon the core tenets of DBT. Participants will gain an understanding of the history and rationale for DBT, identify and practice skills within the four modules, explore how students can utilize the concepts of DBT to manage everyday stressors, and develop a plan to implement DBT skills in the curriculum.

31. Introduction to Group Facilitation for School-Based Counselors:

School Districts are finding that Psycho-educational Groups are an easy and effective intervention for school-based counselors to help build capacity within their MTSS Framework, by providing teens with information to help them make better choices and cope in more effective ways. This workshop will reacquaint school counselors with the tips and techniques of group facilitation, while increasing knowledge and skills related to effective facilitation of counseling and education groups for students. At the conclusion of this workshop, participants will have developed a framework for facilitating groups, while practicing key skills.

MTSS Tiers of Support: Best Practices

32. **Equity Based MTSS:** *1-hour Version*

The MTSS concept of a continuum of tiered instruction and interventions has evolved over the years to be fully inclusive of all students. In this presentation participants will become familiar with the currently popular **Equity-Based MTSS** that is beneficial for all students, including those identified as students with disabilities.

33. **Tier 1 Essentials: Expanding your District's Mental Health Toolkit:**

MTSS Tier 1 supports are best conceptualized as mental health wellness and prevention services. In this Webinar participants will learn the essentials for expanding their Tier 1 programming for school leadership, teachers, counselors, students, and parents. This will include topics such as Professional Learning, Universal Screenings, Trauma Informed Practices for the Classroom, Coaching, Development of Grand Rounds Sessions, and year-long Mental Health Workshop Series for Parents

34. **Optimizing Your District's Mental Health MTSS for Crisis Recognition and Response:**

Long before the pandemic started, school personnel noticed the dramatic increase in student mental health problems. Since early 2020, however, when the pandemic necessitated widespread school closures and a shift to remote learning, most districts have seen a growing population of students with mental health symptoms that are pandemic-induced and/or reflect exacerbations of previously identified mental health conditions. For this reason, it is critical that leadership take a step back to assess the adequacy of a district's MTSS process for Crisis Assessment, Response, and Re-Entry. In this presentation Effective School Solutions will provide a set of best-practice standards for a comprehensive Crisis Assessment, Response and Re-Entry ("Fit to Return") process that includes evidenced-based strategies to ensure that no student "slips through the cracks".

Supporting Neurologically Diverse Students

35. **Creating a Trauma Informed Classroom for Students with Autism:** *1- or 2-hour versions*

Living with autism can sometimes mean enduring a litany of traumatic events, starting from a young age. This workshop teaches the underlying causes of trauma in students with autism, giving educators the knowledge to create a trauma-informed classroom that supports academic and emotional success for students with autism.

36. **Beyond Autism: A Look into Dual Diagnosis:** *1- or 2-hour versions*

Eighty-three percent of individuals with autism spectrum disorder carry one or more additional developmental, psychiatric, or neurologic diagnoses. These students struggle the most and are the least receptive to traditional autism interventions. This workshop teaches educators to utilize a person-centered approach to the behavioral and emotional aspects of comorbid psychiatric disorders, as well as the importance of early detection and intervention of psychiatric disorders in students with autism.

37. **Sensory Processing Disorders: Navigating an Overwhelming World:** *1- or 2-hour versions*

Sensory Processing Disorder describes a difference in the way that sensory input is processed by the brain. This workshop provides an in-depth understanding of the condition, including the symptoms and behaviors associated with it, diagnosis, prevalence, history, therapies, and interventions, and how an educator can provide support.

Mental Health Workshops for Parents and Caregivers (1-hour Presentations)

38. **Introduction to the Trauma-Attuned Model®:**

ESS's Trauma-Attuned Model® is a relationship-based, evidence-centered approach to supporting student development, fostering student and caregiver resiliency, and ultimately promoting healthy growth and academic achievement. In this introduction to TAM® workshop, parents and caregivers are introduced to the four key components of the model: Prevalence, Affect, Response, and Triggers (or P.A.R.T. for short). A more comprehensive 6-hour version of the full Trauma-Attuned Model® is also available.

39. **A Mental Health Survival Guide: Preparing for the Summer Break:**

As June rolls around each year, students are typically counting the days until summer break as they head toward a much-needed period of rest and renewal. At the same time, mental health concerns call for a greater level of vigilance and planning as parents plan for their child's summer. In this presentation parents will explore ways to maximize the safety of their children by collaborating with teachers and mental health professionals to develop a safety plan that will incorporate opportunities for structure and support over the summer months.

40. Nurtured Heart Approach®: Transforming Your Child:

The Nurtured Heart Approach® is a relationship-focused methodology founded strategically in the 3 Stands™, which helps children and adults build their Inner Wealth™ and use their intensity in successful ways. It has become a powerful way of awakening the inherent greatness in all children while also facilitating parenting success.

41. Caring for the Caregiver:

Caring for a loved one can create stress in even the most resilient people. This workshop assists caregivers in identifying signs and symptoms of caregiver stress, as well as teaching steps that caregivers can take in order to preserve their own health and well-being.

42. The Language of Behaviors: Understanding Challenging Behaviors:

How do we evaluate what a child's behavior is trying to communicate? Behavior is a form of communication which is especially important children have limited means of expressing themselves or have neither the developmental level nor psychological capacities to "tell us" how they are doing and how we are doing with them. This workshop develops the ability to appreciate and understand the relevance and messaging of children's behavior.

43. Having Hope: Suicide Prevention for Parents:

The good news is that we can help prevent suicide: parents and caregivers are in a prime position to learn how to recognize the signs of suicide risk and to access help. This workshop helps parents and caregivers build the skills and confidence necessary to identify vulnerable youth and assist in seeking help.

44. Destigmatizing Mental Health:

This workshop helps parents and caregivers have a better understanding of what mental wellness means in a child: the signs and symptoms that can make a child appear "fragile", or aggressive or withdrawn, as well as specific techniques for helping that child be more successful.

45. Depression in Children and Adolescents:

The goal of this workshop is to help caregivers support and work more effectively with a child suffering from depression. Participants receive an overview of child and adolescent depression, learn how depression can impact school performance, and develop an understanding of treatment options.

46. Taking a Mental Health Pulse: Student Mental Health and Academic Re-Acclimation

As students continue to reacclimate to school, it is important that the caregivers in their lives understand the unique COVID-related mental health responses and challenges that we all face. This workshop will assist caregivers in understanding these challenges and identifying students in needs of additional supports. Participants will receive information on specific strategies they can use to help support students (and themselves) throughout the re-acclimation process.

47. Supporting Students with Stress and Excessive Worry for Parents and Caregivers:

This presentation focuses on ways parents and caregivers can support children with stress and excessive worry during the re-acclimation process. Participants will leave this presentation with strategies that they can utilize at home to help promote positive mental health and emotional growth.

48. Addressing Stress and Its Impact on Learning for Parents and Caregivers:

This presentation will discuss the impact that stress has on student learning. New concepts that have emerged as a result of COVID, such as virtual learning anxiety and its effects on executive functioning, are explored. Parents and Caregivers are introduced to strategies that they can employ to provide children with the structure and support needed to reduce stress, enhance access to executive functioning skills, and improve academic achievement. Participants will leave with an understanding of how mental health impacts learning, as well as steps they can take to improve their child's school performance.

49. Beyond Autism - A Look at Dual Diagnosis:

Eighty-three percent of individuals with Autism Spectrum Disorder carry one or more additional developmental, psychiatric, or neurologic diagnoses. These students struggle the most and are least receptive to traditional Autism interventions. This workshop shows participants how to utilize a person-centered approach to focus on the behavioral and emotional aspects of comorbid psychiatric disorders (Dual Diagnosis) that often occur in students with Autism. In this workshop, participants will learn common co-occurring disorders with ASD (including both medical and psychiatric diagnoses), the importance of early detection and intervention of psychiatric disorders in students with Autism, and how to view behavioral challenges through a person-centered lens.

50. School Avoidance for Parents and Families:

In this workshop, parents and families will learn about the signs and factors relating to school avoidance. Particular attention is paid to principles relating to treatment and responding to school avoidant children.

51. Sensory Processing Disorders: Navigating an Overwhelming World

Sensory Processing Disorder describes a difference in the way that sensory input is processed by the brain. This workshop provides an in-depth understanding of the condition, including the symptoms and behaviors associated with it, diagnosis, prevalence, history, therapies, and interventions, and how a parent can provide support.

52. How to Talk to Your Kids and Survive: 1 Hour

Raising a child is probably the most gratifying job any of us will ever have -- and also one of the toughest. In large part, this is because times have changed. We live in an increasingly complex world that challenges us every day with a wide range of disturbing issues that are difficult for children to understand and for adults to explain. Today's children are part of the iGen or GenZ generation, the generation born in the age of smartphones and tablets. This presentation will help parents discuss how to talk with today's kids and survive. **Please Note: This presentation is only offered as a small (20 max) group virtually.**

Spanish and Portuguese Translation

53. Caring for the Caregiver: 1 Hour

Caring for a loved one can be stressful for even the most resilient people. This workshop assists caregivers in identifying signs and symptoms of caregiver stress, as well as teaching steps caregivers can take in order to preserve their own health and well-being.

54. The Language of Behaviors: Understanding Challenging Behaviors: 1 Hour

How do we evaluate what a child's behavior is trying to communicate? Behavior is a form of communication which is especially important when children have limited means of expressing themselves or have neither the developmental level nor psychological capacities to "tell us" how they are doing and how we are doing with them. This workshop develops the ability to appreciate and understand the relevance and messaging of children's behavior.

55. Having Hope: Suicide Prevention for Parents: 1 Hour

The good news is that we can help prevent suicide: parents and caregivers are in a prime position to learn how to recognize the signs of suicide risk and to access help. This workshop helps parents and caregivers build the skills and confidence necessary to identify vulnerable youth and assist in seeking help.

56. Destigmatizing Mental Health: 1 Hour

This workshop helps parents and caregivers have a better understanding of what mental wellness means in a child: the signs and symptoms that can make a child appear “fragile”, or aggressive or withdrawn, as well as specific techniques for helping that child be more successful

57. **Depression: Maybe the Student Is Not Just Moody:** *1 Hour*

The goal of this workshop is to help caregivers support and work more effectively with a child suffering from depression. Participants receive an overview of child and adolescent depression, learn how depression can impact school performance, and develop an understanding of treatment options.

58. **Taking a Mental Health Pulse: Student Mental Health and Academic Re-Acclimation** (Parents) *1 Hour*

As students return and reacclimate to school, it is important that the caregivers in their lives understand the unique COVID-related mental health responses and challenges that we all face. This workshop will assist caregivers in understanding these challenges and identifying students in needs of additional supports. Participants will receive information on specific strategies they can use to support students (and themselves) throughout the re-acclimation process.

59. **Navigating the Challenges Caregivers Face in Response to COVID-19:** *1 Hour*

As students continue to be in a state of educational transition in response to the ever-changing safety needs necessitated by COVID-19, parents and caregivers are faced with the challenge of dealing with their child's heightened states of fear and anxiety. In this presentation, participants will gain an awareness of the stressful impact of COVID on children, along with tips that parents/caregivers can use to help offset children's fears and anxiety in and out of the classroom.

60. **Supporting Students with Stress and Excessive Worry for Parents and Caregivers:** *1 Hour*

This presentation focuses on ways parents and caregivers can support children with stress and excessive worry during the re-acclimation process. Participants will leave this presentation with strategies that they can utilize at home to help promote positive mental health and emotional growth.

61. **How to Talk with Your Kids and Survive:** *1 Hour*

Raising a child is probably the most gratifying job any of us will ever have -- and also one of the toughest. In large part, this is because times have changed. We live in an increasingly complex world that challenges us every day with a wide range of disturbing issues that are difficult for children to understand and for adults to explain. Today's children are part of the iGen or GenZ generation, the generation born in the age of smartphones and tablets. This presentation will help parents discuss how to talk with today's kids and survive. **Please Note: This presentation is only offered as a small (20 max) group virtually.**

Attachment D

ESS Research Foundations Study from IESD
(Third Party Research Firm)



Effective School Solutions



IESD Research White Paper Research in Support of Effective School Solutions

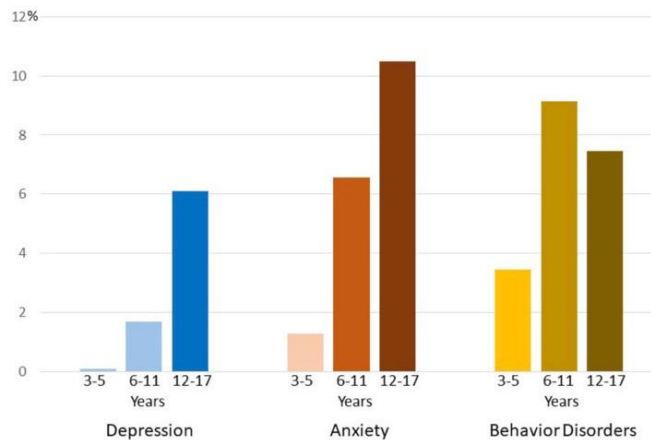
Research Overview: Meeting the Mental Health Needs of Students in Schools

Introduction

Emotional and behavioral challenges make it difficult for many children and adolescents to function successfully at school, at home, and in their communities. Research indicates that 20 percent of all children and adolescents have been diagnosed with one or more mental health disorders (Matta, 2014, p. 71, citing multiple sources).

The most commonly diagnosed mental health issues in children and adolescents are behavior problems, anxiety, and depression, and often these conditions occur together (U.S. Centers for Disease Control and Prevention [CDC], 2019). Over the past few decades, there has been an increase in depression and anxiety, and these conditions are being diagnosed at increasingly younger ages. The diagnosis of depression and anxiety is more common with increased age, while behavior challenges are more common for children between the ages of 6 and 11 (CDC, 2019).

Depression, Anxiety, Behavior Disorders, by Age



U.S. Centers for Disease Control and Prevention (2019)

Researchers have seen a rise in the past few years of adolescents and young adults dealing with serious mental health issues such as major depression and suicidal thoughts and acts (Twenge, Cooper, Joiner, Duffy, Binau, 2019, p. 185).

Addressing the prevalence of mental health issues for children and adolescents is imperative, and increasingly school is seen by experts in the field as an appropriate environment for youth to receive services. Children and adolescents spend a significant portion of their time in school, and educators and specialists are in place to help identify children in need and connect them with services within the school setting (Matta, 2014, p. 1). Shechtman, an expert in group therapy in school settings, notes that schools are a particularly good choice for group therapy because children in schools are naturally organized into groups, and group interventions are seen as a regular component of the school day for students with various needs (Shechtman, 2007, kl. 4413¹).

About This Paper

The purpose of this paper is to present a review of research on the most effective approaches to treatment of children and adolescents with mental health challenges—globally and specifically in the context of school-based mental health support programs—and then to explain how the Effective School Solutions (ESS) comprehensive therapeutic program aligns with the research.

The remainder of the paper is divided into five sections:

- Research Overview—a concise, top-level summary of the research
- Research in Detail: Therapy for Youth with Serious Mental Health Issues—a detailed presentation of the research
- Research Support for School-Based Mental Health Services
- How the Effective School Solutions Program Aligns to the Research—a point-by-point explanation and description of how the ESS school-based program is consistent with the research on meeting the needs of students with serious mental health issues.
- References—a listing of the research literature cited in the paper

¹ Shechtman (2007) was reviewed in its Kindle edition. Accordingly, all citations refer to “kindle locations” (kl), as the Kindle edition does not use page numbers. All citations are from chapter 16, entitled “What Does the Data Tell Us About Group Counseling? Future Directions.”

Research Overview

School-based therapeutic interventions for children and adolescents with serious mental health challenges have been shown to be effective when they incorporate research-validated methods and modalities (Matta, 2014; Rones & Hoagwood, 2000).

- Characteristics of successful school-based programs include: “consistent program implementation”; inclusion of peers, teachers, and families in the therapeutic process; “use of multiple modalities”; integration of the program into the classroom; “developmentally appropriate program components”; and directing program activities “toward changing specific behaviors and skills” associated with the student’s mental health challenges (Rones & Hoagwood, 2000, pp. 223, 237-238).
- Research demonstrates that therapy can be effective for treating common, serious mental health disorders in children and adolescents, including depression, self-harm and suicidal behavior, anxiety, PTSD and trauma, conduct disorders, substance abuse disorders, and behavior problems associated with attention-deficit/hyperactivity disorder (Diamond & Josephson, 2005; Jones & Stewart, 2007; Ougrin, Tranah, Stahl, Moran, & Asarnow, 2015; Zhou et al., 2015; Zhou et al., 2018).
- A large body of research supports the use of cognitive behavioral therapy (CBT) for addressing many types of mental health challenges in youth (Diamond & Josephson, 2005; Jones & Stewart, 2007; Ougrin et al., 2015; Shechtman, 2007; Zhou et al., 2015; Zhou et al., 2018). Other therapies with evidence of effectiveness for specific mental health issues include dialectical behavior therapy (DBT), interpersonal therapy (IPT), and mentalization-based therapy (MBT) (Ougrin et al., 2015; Zhou et al., 2015).
- Besides individual therapy, there is strong research support demonstrating the effectiveness of group and family therapy (Diamond & Josephson, 2005; Carr, 2018; Jones & Stewart, 2007; Matta, 2014; Shechtman, 2007; Zhou et al., 2018).

The Effective Schools Solutions (ESS) program is aligned to the research cited above on the most effective approaches to treating mental health disorders in children and adolescents. ESS’s school-based services combine individual, group, and family therapy; draw on evidence-based modalities incorporating psycho-educational themes associated with both CBT and DBT; and meet research-based criteria for effective school-based programs.

Research in Detail: Therapy for Youth with Serious Mental Health Issues

A large body of research demonstrates that therapy can be effective in treating some of the most common and potentially debilitating mental health disorders in children and adolescents. Therapy for the treatment of childhood and adolescent depression (Zhou et al., 2015), self-harm and suicidal behavior (Ougrin et al., 2015), anxiety (Diamond & Josephson, 2005; Zhou et al., 2018), PTSD and trauma (Jones & Stewart, 2007), conduct disorders, substance abuse disorders, and behavior problems associated with attention-deficit/hyperactivity disorder (Diamond & Josephson, 2005) all have strong support from years of rigorous studies investigating different therapeutic approaches.

Effective therapy for mental health challenges in children and adolescents varies by type of disorder, but the largest body of evidence provides strong support for the use of cognitive behavioral therapy (CBT)² for addressing many types of mental health challenges in youth. In addition to CBT, there is research support for dialectical behavior therapy (DBT)³, interpersonal therapy (IPT)⁴, and mentalization-based therapy (MBT)⁵ for specific mental health issues. Besides individual therapy, group and family therapy have strong research support demonstrating effectiveness. School-based interventions with specific characteristics (discussed later in this paper) have also been shown to be effective. Research findings summarized below are based on large meta-analyses, reviews of research, and in a few cases, rigorous individual studies.

Therapy for Treatment of Depression

Depression is one of the most debilitating and most common mental health disorders affecting youth. Depressive episodes in children and adolescents typically last about nine months, and 70 percent of young people who are in remission from depression will experience another episode within five years (Zhou et al., 2015, p. 207 citing multiple sources). Especially concerning is that childhood depression often goes undetected. Low academic achievement and problems with peer and family relationships are common for youth suffering from depression, and this population is more likely to engage in self-harm or suicidal behaviors (Zhou et al., 2015, p. 207, citing Hawton, Saunders, & O'Connor, 2012).

Clinical practice guidelines recommend psychotherapy for mild to moderate depression in children and adolescents (Zhou et al., 2015, p. 207, citing National Collaborating Centre for Mental Health, 2005; McDermott et al., 2011; Cheung et al., 2007), and roughly 75 percent of adolescents in treatment for depression receive some type of psychotherapy (Zhou et al., 2015, p. 207, citing Olfson et al., 2003).

² **CBT** involves discussion to help patients “identify troubling situations” in their lives; become aware of “thoughts, emotions, and beliefs” about these issues; “identify negative or inaccurate thinking” about the problem(s); and build habits of more helpful thinking about the situation(s). Children learn and practice techniques such as “relaxation, coping [skills], resilience, stress management, and assertiveness” (Mayo Clinic, 1998-2020).

³ **DBT** is a type of CBT that was “originally developed to treat chronically suicidal individuals diagnosed with borderline personality disorder.... .research has shown that it is effective in treating a wide range of other disorders.... The term ‘dialectical’ means a synthesis or integration of opposites. The primary dialectic within DBT is between the seemingly opposite strategies of acceptance [of oneself] and [the need to] change.... The four [DBT] skills modules include two sets of acceptance-oriented skills (mindfulness and distress tolerance) and two sets of change-oriented skills (emotion regulation and interpersonal effectiveness)” (University of Washington, Behavioral Research and Therapy Clinics, n.d.).

⁴ **IPT** “seeks to activate several interpersonal change mechanisms. These include: 1) enhancing social support, 2) decreasing interpersonal stress, 3) facilitating emotional processing, and 4) improving interpersonal skills” (Lipsitz & Markowitz, 2013).

⁵ **MBT** “aims to address what is thought to be BPD [Borderline Personality Disorder] patients’ fundamental deficit.... It is rooted in attachment theory... and incorporates the notion that childhood experiences influence the quality of future interpersonal relations.... It is aimed at increasing patients’ mentalization skills....” Mentalization skills are defined as “someone’s ability to understand their own and others’ mental states” (Vogt & Norman, 2019, p.442, citing multiple sources).

Research Support for CBT, IPT, and Family Therapy

In a meta-analysis integrating direct and indirect evidence from 52 randomized controlled studies, researchers analyzed the efficacy of nine psychotherapies for depression in children and adolescents. From this analysis, researchers found that **two treatments—cognitive-behavioral therapy (CBT) and interpersonal therapy (IPT)—were significantly more effective** than most control conditions⁶ and also more effective than problem-solving therapy. The researchers concluded that “IPT and CBT should be considered as the best available psychotherapies for depression in children and adolescents” (Zhou et al., 2015, p. 207).

While the research basis is limited, studies indicate that family therapy is showing encouraging results for child and adolescent depression (Diamond & Josephson, 2005, p. 875). There is clear evidence of a strong link between family issues and depression. In a review of rigorous randomized clinical trials, researchers noted a large number of studies indicating that “depression can be precipitated, maintained, or exacerbated by interpersonal relationships” (Diamond & Josephson, 2005, p. 874, citing multiple sources). They found that “[p]arental depression, marital conflict, ineffective parenting practices, loss, negative parent–child interaction, and insecure attachment have been associated repeatedly with... depression” (Diamond & Josephson, 2005, p. 874, citing multiple sources).

Because of this known link between family issues and depression, a growing body of research is investigating combination treatments for youth and families. One study using CBT for children combined with family treatment resulted in reduced symptoms, compared to the children awaiting treatment (Diamond & Josephson, 2005, p. 875, citing Clarke et al., 1999). Another study investigated a 12-week family treatment program, and findings indicated a remission of symptoms for 84% of the adolescents treated, compared to 36% of the patients waitlisted for the program. This 12-week program also resulted in “more significant reductions in anxiety, hopelessness, and family conflict and improved attachment to parents” (Diamond & Josephson, 2005, p. 875, citing Diamond et al., 2002).

Therapy for Treatment of Suicide and Self-Harm

Suicide and self-harm are common among adolescents, with a “pooled lifetime prevalence of 13.2%” (Ougrin et al., 2015, p. 97). Suicide is considered a “major public health concern” and is “the second or third leading cause of death in adolescents in the West” (Ougrin et al., 2015, p. 97, citing National Action Alliance for Suicide Prevention, 2014; Hawton et al. 2012). Despite the differences between self-harm and suicide attempts⁷, students who have either engaged in self-harm or attempted suicide are at risk for committing suicide (Whitlock & Lloyd-Richardson, 2019). Self-harm and suicide attempts are “among the strongest predictors of death by suicide” for this population, and these two indicators increase the risk of death by suicide “approximately 10-fold” (Ougrin et al., 2015, p. 97 citing Hawton & Harriss, 2007; Brent et al., 2013).

Research Support for DBT, CBT, and MBT

A meta-analysis of randomized controlled trials evaluated common therapeutic interventions in reducing both suicidal behavior and non-suicidal self-harm in more than 2,000 children and adolescents. They found that for studies comparing specific therapeutic interventions versus treatment as usual or placebo, **interventions “with the largest effect sizes were dialectical behavior therapy (DBT), cognitive-behavioral therapy (CBT), and mentalization-based therapy (MBT)”** (Ougrin et al., 2015, p. 97).

⁶ Standardized mean differences (SMDs) ranged from 0.47 to 0.96 initially, and SMDs ranged from 0.26 to 1.05 at follow-up.

⁷ Self-harm, also known as “non-suicidal self-injury,” includes behaviors such as “cutting, burning or scratching” that cause bleeding. These behaviors are intended to make the person feel better and typically cause only surface damage to the body that is infrequently life-threatening. In contrast, suicide attempts are intended to “end feeling (and, hence, life) altogether,” in response to a higher level of psychological distress (Whitlock & Lloyd-Richardson, 2019).

Therapy for Treatment of Anxiety Disorders

Anxiety is one of the most common mental health challenges for children and adolescents in the U.S. Approximately 4.4 million children aged 3-17 years have been diagnosed with anxiety (CDC, 2019, citing Ghandour et al., 2018). The National Comorbidity Survey Adolescent Supplement estimated that 31.9% of adolescents (aged 13-18) have an anxiety disorder (National Institute of Health, 2017a).

Research Support for CBT and Family Therapy

In a recent meta-analysis of research on individual and group therapy for anxiety disorders in children and adolescents, researchers compared and ranked different treatment interventions. Studies chosen for the meta-analysis were randomized clinical trials using comparison to a control condition or to another type of therapy.

Findings based on 101 unique trials involving 6,625 participants indicated that most psychotherapies “were significantly more effective than the wait list condition posttreatment⁸ and at the longest follow-up.”⁹ In ranking the therapeutic approaches, they found that **group CBT was “significantly more effective than the other psychotherapies and all control conditions posttreatment.”**¹⁰ The researchers noted that “in terms of quality of life and functional improvement, CBT delivered in different ways was significantly beneficial compared with psychological placebo and wait list conditions (Zhou et al., 2018, p. 41). The researchers concluded that group CBT would be the “more appropriate choice of psychotherapy for anxiety disorders in children and adolescents” (Zhou et al., 2018, p. 41).¹¹

Observational studies have noted a strong link between family dynamics and anxiety in children. Specific family risk factors linked to anxiety disorders in children include overly controlling and overprotective parenting and “parental modeling, or reinforcing, of anxious or avoidant behaviors” (Diamond & Josephson, 2005, p. 876).

Findings from several studies have produced **evidence of effectiveness of family therapy in the treatment of anxiety** in children and adolescents:

- One study found that CBT treatment combined with a behavioral family intervention resulted in 84% of youth in the combined treatment no longer meeting established criteria for an anxiety disorder, compared to 57% of youth who were treated with CBT alone. The combined treatment approach continued to show an advantage in outcomes at 6-month (84% versus 71%) and 12-month (96% versus 70%) follow-up periods (Diamond & Josephson, 2005, p. 876, citing Barrett et al., 1996).
- Another study comparing parent and child concurrent CBT group interventions for anxiety with a control group of waitlisted families found that post-treatment, 64% of the treated patients were in recovery, whereas 12.5% of the control group were in recovery. These results were maintained in a 12-month follow-up (Diamond & Josephson, 2005, p. 877, citing Silverman et al., 1999).
- A third study examined the efficacy of CBT with parent involvement for anxiety-based school refusal. King et al. (1998) provided a 12-session treatment intervention divided between child sessions, parent sessions, and one session for the teacher. Findings indicated that children participating in this intervention showed higher rates of school attendance (88%), compared to the control group who were on a waitlist for treatment (29%) (Diamond & Josephson, 2005, p. 877, citing King et al., 1998).

⁸ Standardized mean difference (SMD): -1.43 to -0.61.

⁹ SMD: -1.84 to -1.64.

¹⁰ SMD: 0.73 to 1.99.

¹¹ Trials of combination therapies were excluded from this meta-analysis (Zhou et al, 2018 p. 42).

Therapy for Treatment of PTSD and Trauma

Trauma estimates range from 3 to 15% of girls and 1 to 6% of boys meeting the full criteria for post-traumatic stress disorder (Jones & Stewart, 2007), with “an estimated 5.0% of adolescents” having PTSD (National Institute of Health, 2017b, citing Merikangas et al., 2010).¹² Researchers found that even though not all children who experience trauma will then be diagnosed with PTSD, they may still experience dysfunction to some degree in terms of emotional, cognitive, or behavioral responses (Jones & Stewart, 2007, p. 224). In a review of several studies on the prevalence of trauma exposure to children and adolescents, trauma rates were estimated to be between 40% and 70% (Jones & Stewart, 2007, p. 223, citing Feeny, Foa, Treadwell, & March, 2004).

Research Support for CBT, Group Therapy, and Family Therapy

For children experiencing trauma at any level, therapeutic intervention has been found to be beneficial in minimizing physiological and psychological dysfunction (Jones & Stewart, 2007, p. 224). More specifically, research provides evidence supporting CBT-based interventions, often in a group setting.

In a review of four controlled studies, Cohen found that **three of the four studies demonstrated evidence in favor of CBT interventions** that include “relaxation, desensitization, and other behavioral techniques and cognitive restructuring”: such interventions were effective in reducing the symptoms of PTSD (Jones & Stewart, 2007, p. 226, citing Cohen, 1998). Four later studies reviewed by Feeny provide **evidence of the efficacy of group CBT with children and adolescents**, with each study showing significant decreases in PTSD symptoms (Jones & Stewart, 2007, p. 226, citing Feeny et al., 2004). Researchers conclude that though studies have been limited in number and size, overall, they suggest that results are promising both for the use of a group modality to address PTSD and the benefits of the CBT approach. (Jones & Stewart, 2007, p. 226).

In a separate study investigating the use of a group CBT-based protocol combined with other treatments addressing anxiety and disruptive behavior disorder, researchers found significant improvements in PTSD symptoms, anxiety, depression, and anger, as well as a shift from external to internal locus of control. The findings were still significant in a 6 month follow-up (Jones & Stewart, 2007, p. 227).

In addition, based on their meta-analysis of therapy for youth with PTSD, **Feeny et al. concluded that when possible, parents should be included in the treatment** (Jones & Stewart, 2007, p. 226, citing Feeny et al., 2004).

Research Support for Group Therapy for Children and Adolescents

While some of the research reviewed for this paper included both individual therapy and group therapy in the analyses, several studies have focused specifically on group therapy for youth experiencing mental health disorders.

Reviews of early research indicate **encouraging results for group therapy for children and adolescents** (Shechtman, 2007, kl. 4621, citing multiple sources). These reviews covered a broad span of types of group therapy, with the dominant treatment being CBT (Shechtman, 2007, kl. 4621).

¹² Trauma is defined as “an emotional response to a terrible event,” including an accident, a natural disaster, a school shooting, or childhood abuse (American Psychological Association, 2020). Post-traumatic stress disorder (PTSD) is “a disorder that develops in some people who have experienced a shocking, scary, or dangerous event” (National Institute of Mental Health, 2017b). PTSD symptoms in children include reliving a traumatic event repeatedly, nightmares and difficulty sleeping, “lack of positive emotions,” “intense ongoing fear or sadness,” outbursts of anger, and “acting helpless, hopeless, or withdrawn” (Centers for Disease Control and Prevention, 2019).

A more recent meta-analysis included studies from 1997 to 2012 and investigated the effects of group therapy in a school environment compared to control treatment (i.e., no treatment) and/or alternative treatments. **The results indicated that group therapy is effective in addressing the mental health needs of youth within a school setting**, with a medium between-group effect size compared to control conditions, and a small effect size comparing group treatment to alternative treatments (Matta, 2014, p. i).¹³ Positive effects for group therapy were found irrespective of group size (5 and larger) and number of treatment sessions (between 3 and 30) (Matta, 2014, p. 62).

Research Support for Providing Family Therapy for Children and Adolescents

Family-based treatments are “attempt[s] to decrease interactions between family members that contribute to psychiatric disorders in children and adolescents and to increase interactions that protect them from these problems.” Family-based approaches are supported by established research connecting the quality of family relationships with negative or positive impacts on the psychological health of children and adolescents (Diamond & Josephson, 2005, p. 872).¹⁴

Researchers have concluded that family therapy is effective for the majority of mental health disorders in children and adolescents, and the efficacy of family-focused treatments has been confirmed in several research reviews (Diamond & Josephson, 2005, p. 873, citing multiple sources). **Several meta-analytic studies have found that therapies involving parents were “significantly more effective than no treatment and at least as effective as other forms of psychotherapy”** (Diamond & Josephson, 2005, p. 873 citing multiple sources).¹⁵

Carr (2018) reviewed twenty meta-analyses on the efficacy of family therapy and family-based approaches to assist in the treatment of common mental health problems in children and adolescents, and concluded:

“The evidence supports the effectiveness of systemic [family] interventions either alone or as part of multimodal programmes for ...recovery from child abuse and neglect; conduct problems, emotional problems, eating disorders, somatic problems, and first episode psychosis” (Carr, 2018, p. 153).

For example, in one study included in Carr’s review, researchers found that family therapy interventions resulted in the average treated family faring “better after therapy and at follow up than in excess of 71 per cent of families in control groups” (Carr, 2018, p. 154, citing Shadish & Baldwin, 2003).¹⁶ Another later study cited by Carr indicated that family therapy can be more effective than no treatment and other interventions, right after treatment and at follow-up (Carr, 2018, p. 154, citing Riedinger et al., 2015).¹⁷

In a separate meta-analysis, researchers analyzed 10 years of randomized clinical trials where parents were included as primary participants in treatment related to their child’s psychiatric disorder. These

¹³ Reported effect sizes were *winsorized*, a method of dealing with outliers in the data distribution. Winsorization involves converting the value(s) of high outlier data points to the value of the highest data point not considered an outlier (Salkind, 2010). The medium winsorized overall between-group effect size comparing group treatment to control treatment was $M = 0.51$, $SD = 0.59$. The small effect size for studies comparing group treatment conditions to alternative treatment conditions was $M = 0.32$, $SD = 0.46$ (Matta, 2014, p. i).

¹⁴ Researchers posit that healthy child development occurs when parenting practices are effective, nurturing, and provide for “secure attachment relationships.” On the other hand, childhood psychological dysfunction can occur when parents are suffering from mental disorders or frequently exhibit negative emotions, when there is marital or family conflict, and when coercive parenting practices are used (Diamond & Josephson, 2005, p. 872, citing multiple sources).

¹⁵ Overall effect size was 0.53.

¹⁶ Average effect size across all meta-analyses was 0.65 after therapy and 0.52 at six to twelve month follow up.

¹⁷ Small to medium effects in comparison with waiting-list control groups after treatment ($g = .59$) were found and at follow up ($g = .27$).

researchers concluded that family interventions were effective with conduct and substance abuse disorders and in reducing family and school behavior problems associated with attention-deficit/hyperactivity disorder. Several studies included in the analysis provided evidence that family treatments or other treatments combined with family therapy are effective for depression and anxiety. Involving parents in treatment can help improve a “negative family environment” and help increase “treatment engagement, retention, compliance, effectiveness, and maintenance of gains” (Diamond & Josephson, 2005, p. 872).

Effectiveness of Family Therapy for Anxiety in Children and Adolescents

Family therapy can be especially effective for treating anxiety in children and adolescents. Due to a confirmed link between family environment and anxiety in children, researchers postulate that addressing family dynamics can help alleviate anxiety in youth. (Diamond & Josephson, 2005, p. 876). As detailed earlier in this paper, findings from **several studies confirm that family therapy or family involvement in treatment combined with a CBT intervention for the child is effective in the treatment of childhood anxiety** (Diamond & Josephson, 2005, pp. 876-877, citing multiple sources).

Research Support for School-Based Mental Health Services

Quantitative research reviews indicate that school-based interventions are an effective approach for addressing mental health issues in youth. Prout and Prout analyzed data from 17 studies in order to evaluate 25 treatment designs and found a **large overall effect for school-based interventions**¹⁸ (Matta, 2014, p. 7, citing Prout & Prout, 1998). Another large study of school-based therapy interventions included data from 65 dissertations that assessed program effectiveness, yielding a moderate overall effect size¹⁹ (Matta, 2014, pp. 7-8, citing Reese et al., 2010).

Group Therapy in the School Setting

Three reviews of the literature on group therapy indicate that approximately 75% of group therapy for children and adolescents takes place in schools (Shechtman, 2007, kl. 4413, citing multiple sources). As noted earlier in this paper, schools are considered a good choice for group therapy because schools regularly organize students for “group interventions as a part of their daily routine” (Shechtman, 2007, kl. 4413). **Research has confirmed that group therapy is effective in addressing the mental health needs of youth within a school setting** (Matta, 2014, p. i).²⁰

Characteristics of Impactful School-Based Programs

A synthetic review of studies over a 15-year period that met rigorous research criteria identified a robust group of school-based mental health programs with evidence of effectiveness for a wide range of disorders. This research review selected 47 rigorous studies²¹ for further analysis out of a pool of 5,128 studies. The researchers concluded that the following characteristics were found in effective school-based programs:

- “Consistent program implementation”
- “Inclusion of parents, teachers, [and] peers” because they are parts of the “ecology of the child”
- “Use of multiple modalities” that are “linked to the target problem”
- “Integration of program content into general classroom curriculum”
- “Developmentally appropriate program components,” taking into consideration the ages of the participating students
- “[D]irected toward changing specific behaviors and skills” associated with the student’s mental health challenges (Rones & Hoagwood, 2000, pp. 223, 237-238).

¹⁸ An overall effect size of 0.97 was found for school-based interventions.

¹⁹ Effect size was 0.44.

²⁰ Reported effect sizes were *winsorized*, a method of dealing with outliers in the data distribution. Winsorization involves converting the value(s) of high outlier data points to the value of the highest data point not considered an outlier (Salkind, 2010). The medium winsorized overall between-group effect size comparing group treatment to control treatment was $M = 0.51$, $SD = 0.59$. The small effect size for studies comparing group treatment conditions to alternative treatment conditions was $M = 0.32$, $SD = 0.46$ (Matta, 2014, p. i).

²¹ Studies were selected based on their use of randomized, quasi-experimental, or multiple baseline research design; inclusion of a control group; use of standardized outcome measures; and baseline and postintervention outcome assessment (Rones & Hoagwood, 2000, p. 223).

How the Effective School Solutions Program Aligns to the Research

Effective Schools Solutions (ESS) has pioneered a unique, evidence-based approach to providing comprehensive, school-based therapeutic services for students with emotional and behavioral challenges. The program begins with a bio-psycho-social assessment completed with both the student and his/her parent or guardian, so that ESS can develop an individualized treatment plan tailored to each student's need. Each plan reflects ESS's alignment to the research presented above on the most effective approaches to treating mental health disorders in children and adolescents. As described below, the ESS program combines **individual, group, and family therapy**; draws on **evidence-based modalities incorporating psycho-educational themes associated with both CBT and DBT**; and **meets research-based criteria for effective school-based programs**.

The ESS program combines individual, group, and family therapy.

Individual Therapy

ESS's highly qualified, licensed mental health professionals provide individual therapy for each student on a regular basis. Individual sessions often focus on the student's current mental health issues and/or their development of skills introduced in group sessions. ESS therapists also provide urgent sessions as needed for students in crisis, any time during the school day. During urgent sessions, real-time stressful events are reviewed, and students are helped to gain insight in how their behaviors and choices impact themselves and others.

Group Therapy

Group work is an important part of the ESS program and is a powerful tool to create change. Groups meet regularly during the school week. They are organized based on the age and grade of the students to ensure that each group is developmentally appropriate. Groups focus on talking through student problems and on evidence-based skills that help youth meet their mental, emotional, and behavioral challenges. Several curriculum options are available, including the following:

- The **Choose Love Enrichment Program™ (CLEP)** was designed for PreK through grade 12 and teaches children understanding and management of emotions, decision-making skills, awareness of themselves and others, and in general, how to be compassionate, loving people. The program focuses on four important character values—courage, gratitude, forgiveness, and compassion in action—to cultivate optimism, resilience, and personal responsibility. Students also learn about positive psychology, mindfulness²², and neuroscience. Children develop the understanding that they always have a choice in how they respond to personal challenges and that they can choose to love themselves and others.
- **Superflex®: A Superhero Social Thinking Curriculum** offers a motivating way to teach students in grades K-5 with social and communication difficulties through comic books. The program introduces Superflex, a social thinking superhero who uses flexible thinking and self-regulation and social interaction strategies to help the citizens of Social Town outsmart the team of Unthinkables—characters that represent various negative ways of thinking and behaving that interfere with successful social thinking and social interaction. Each Superflex adventure features a recurring Five Step Plan:
 1. Stop, decide, and describe the kind of negative thinking that is overpowering a person.
 2. Stop and observe to look for clues to help understand the situation and the people in it.

²² *Mindfulness* is the practice and developing habit of “maintaining a moment-by-moment awareness of our thoughts, emotions, bodily sensations, and surrounding environment with openness and curiosity.” Research on teaching mindfulness to youth has found positive outcomes with respect to emotional regulation, anxiety and stress reduction, reduction in symptoms of PTSD, and reduction in depression (Mindful Schools, 2010-2019, citing multiple sources).

3. Stop and think to discover the hidden rules of the situation.
 4. Use flexible thinking to determine strategies for doing what's expected and to make the best choice for the specific time and situation.
 5. Use self-talk to get help from one's inner brain coach.
- **Coping CAT** is a cognitive behavioral treatment for children and adolescents with anxiety. The program incorporates four components:
 1. Recognizing and understanding emotional and physical reactions to anxiety
 2. Clarifying thoughts and feelings in anxious situations
 3. Developing plans for effective coping
 4. Evaluating performance and giving self-reinforcement

Family Therapy and Support

Working with the families is an essential part of the services ESS offers to assist students in making behavioral changes. The importance of parent participation is emphasized beginning with the initial contact, at the assessment, and throughout the student's enrollment in the program.

There are two core components of ESS's work with families:

- Regular **family sessions**, where parents are guided to maintain a positive relationship with their child while addressing the child's recurring problem behavior(s) and any possible trauma. During these sessions, the family learns coping skills so that these can be reinforced at home.
- A **parent support group** that creates a vital support network for participating families. This support group provides parents with a comprehensive psycho-educational curriculum.

In addition, ESS provides a monthly parent newsletter, *Solutions*. Each issue highlights an important topic related to children's mental health issues and provides practical applications for parents in the home environment.

The ESS program draws on evidence-based modalities.

Incorporated in all ESS therapies are psycho-educational themes associated with both cognitive behavioral therapy (CBT) and dialectical behavioral therapy (DBT). The focus of both of these therapies is to help students better regulate their emotions, leading to better choices and outcomes of their behavior. These therapies involve discussion to help students identify troubling situations in their lives; become aware of their thoughts, emotions, and beliefs about these issues; identify negative or inaccurate thinking about the problem(s); and build habits of more helpful thinking. Children learn and practice techniques such as relaxation, mindfulness, coping skills, resilience, stress management, and assertiveness. For children at risk of suicide or self-harm, therapy attempts to integrate two seemingly opposing ideas: the need to accept oneself and the need to change negative behaviors.

Often these themes are integrated into the classroom with teachers and into the family therapy sessions so that everyone working with the student has a common language and set of skills.

The ESS program meets research-based criteria for effective school-based programs.

The ESS program is implemented with consistency.

All programs provided by ESS feature two layers of supervision to ensure consistent, high quality services: (1) a supervisor who oversees the program and its staff, and (2) Quality Management (QM) review of program implementation. Together, these ensure that the service adheres to ESS high standards and protocols.

The ESS program involves parents, teachers, and peers—and other stakeholders.

ESS ensures the greatest impact and chance of success with its students by working with the greatest number of relationships that students have within their lives. These include parents, school administrators, teachers, school aides, fellow students, other mental health providers, state/county children's division staff, and juvenile justice officials. These relationships are supported with counseling, strategic meetings, and sharing of information throughout each student's participation in an ESS program. Included in ESS's communication to key stakeholders are two newsletters: *Insights* for teachers and administrators, and *Solutions* for families.

The ESS program incorporates multiple modalities.

Student growth and development is strongly supported by ESS's unique integration of evidence-based individual, group, and family treatment modalities.

The ESS program is tailored to the age range of the students, to ensure that it is developmentally appropriate.

ESS offers clear protocols for each school level to ensure that all modalities are developmentally appropriate for elementary, middle school, and high school students.

The ESS program addresses the needs of students with specific mental, emotional, and behavioral challenges.

ESS admits *only* students with a serious, diagnosable mental health disorder. Below is a list of disorders and symptoms that the ESS program treats:

- Depression
- Suicide
- Self-Harm
- Anxiety Disorders and School Avoidance
- PTSD and Trauma (following the ESS **Trauma Attuned™** model)
- Behavioral Issues
- Autism Spectrum Disorders

Treatment within ESS is tailored to the specific mental, emotional, and behavioral challenges of each child.

The ESS integrates its program content focused on mental and emotional health into the classroom.

As part of its comprehensive service to districts, ESS offers professional development for district staff, including training sessions, side-by-side teacher coaching, and classroom observations. The approach is to help build capacity by increasing educators' knowledge and skills with respect to mental health and social-emotional learning, thus changing teacher behavior in the classroom. District staff also learn strategies to increase students' sense of connectedness to their school.²³ This approach helps ensure that the ESS program has the greatest impact on the greatest number of students.

²³ According to the American Psychological Association (APA), school connectedness is "the belief held by students that adults and peers in the school care about their learning as well as about them as individuals." The APA cites research

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indicating that youth who feel connected to their schools are less likely to engage in risky behaviors and are “more likely to have better academic achievement” (American Psychological Association, 2020b, citing multiple sources).

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Attachment E

Table of Contents to ESS Program Protocols



Effective School Solutions



Protocols 2022-2023

Re-inventing
K-12 Mental Health Care



Effective School
Solutions

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Attachment F

Sample PD Learning Companion



Effective School Solutions

Destigmatizing Mental Health

Participants Guide

Objectives

By the end of this training, you will be able to:

- Identify possible warning signs of mental health issues
- Identify common responses that stigmatize the topic of mental health
- Describe the link between Adverse Childhood Experiences and concerning behaviors
- Plan ways to productively respond to concerning behaviors.



Concerning Behaviors T-Chart

Think of students whose behavior concerns you. List the concerning behaviors on the left side of the chart. You will return to this chart later in the session to add strategies for responding to students.

Concerning Behaviors	Strategies

Warning Signs of Possible Mental Health Concerns



- Mood changes
- Intense feelings
- Behavior changes
- Difficulty concentrating
- Unexplained weight loss or gain
- Physical symptoms



Brainstorm *Brainstorm terms used in casual conversation to discuss mental health conditions:*

STIGMA

Destigmatizing the Classroom...

- Talk openly about mental health and feelings.
- Be conscious of language. Redirect stigmatizing language.
- Encourage equality between physical and mental illness.
- Show compassion for those with mental illness.
- Let others know that they can be honest about feelings and treatment.
- Create a safe space for taking a break.

Adverse Childhood Experiences

Use this space to take notes from the video. Jot down anything that has an impact on your classroom.

Oral Rehearsal

Think of a student whose behavior raises concerns. Working with a partner, role play beginning a conversation with the student using one of the conversation starters below.

Starters

- I'm curious about...
- I sense that you're feeling
- Let's figure out how to problem solve this.
- I noticed that you (reference positive behavior). Great job!
- Can you restate that?
- That (reference behavior) is not ok in our classroom. Can you put that into words so we can help you problem solve?
- Do you need a break?
- You mentioned that you always feel sick and tired during first period. Tell me more about what that feels like.
- You seem stressed. When I'm stressed, it helps me to (fill in blank.) What helps you?

Guidelines

- Start conversations!
- Acknowledge feelings.
- Restrict behaviors, not feelings.
- Restate global statements ("I'm so stupid") as feelings.
- Encourage a problem-solving approach.
- Model open talk about mental health & feelings.
- Assure confidentiality (while maintaining safety).

Strategies to Support Students

Choose from the following strategies to add to your Concerning Behaviors T-Chart at the top of the handout.

Say

- Talk through classwork and help student create a sequential plan.
- Help students identify a concrete next step.
- Help the student use realistic and positive statements about his/her performance and outlook for the future.
- Use behavior-specific praise.
- Reach out with an invitation to talk when you sense that a student is feeling bad, anxious or overwhelmed.
- Give the student advanced notice of transitions. Have tasks ready for student to focus on during transition times.
- Connect assignments with interests.

Do

- Situate students near classmates with whom they have healthy relationships.
- Give students additional time to work.
- Create a safe space and a pass for students who need privacy or a break.
- Partner with your school's health and guidance experts to plan student accommodations.
- Request class coverage in order to have private conversations.
- Allow students to observe others completing a task before they attempt it.
- Use an unobtrusive system to monitor the student's mood each day.

3-2-1 Reflection

3 things I learned: _____

2 ideas I will try: _____

1 thing I want to learn more about: _____

SURVEY

Please scan below to complete a satisfaction survey, or go to the link <https://www.surveymonkey.com/r/YQXJRP5>



Resources

ACES Video: <https://vimeo.com/139998006>

www.childtrauma.org, Bruce Perry

Adverse Childhood Experiences (ACE) Study:
<http://www.cdc.gov/ace/index.htm>

Helping Traumatized Children Learn, 2005,
Mass. Advocates for Children

List of Exhibits

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below. :

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's
Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)



Signature

Duncan F. Young

Print Name

CEO

Title

3/15/23

Date

Exhibit B: Standard Form Response

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

Effective School Solutions LLC

121 Chanlon Road, Suite 310

New Providence, NJ 07974

2. Tel: 973-299-9954 Website: www.effectiveschoolsolutions.com Email: info@effectiveschoolsolutions.com

3. Is the Company a Certified Oakland Small Business? Yes No x

4. Type of Company: (check one)
 Individual Partnership ^(LLC Partnership) x Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
Duncan F. Young, CEO	121 Chanlon Rd., S310 New Providence, NJ 07974	617-697-7745

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
Eryn Wyke, Dir. of District Partnerships	121 Chanlon Rd., S310 New Providence, NJ 07974	512-945-1110

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

Yes, the South Orange Maplewood School District. Effective School Solutions ("ESS") has been included as a additional named party in a pending litigation against the School District and seventeen other parties related to an altercation between a school district employee and a student. ESS denies any liability as it pertains to this matter as per the complaint and the causes of actions asserted. ESS, like the other parties, was named due to its relationship with The South Orange Maplewood School District.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: Hoboken Public Schools

Contact Name: Dr. Cecilia D'Elia

Title: Hoboken Public Schools

Address: 524 Park Ave, Hoboken NJ 07030

Phone Number: 201.356.3635

Email: cecilia.delia@hoboken.k12.nj.us

Services Provided: Tier 3 and Tier 2 clinical services

Reference 2:

Customer Name: Newark Public Schools

Contact Name: Joe Bresnahan

Title: Supervisor of Special Ed

Address: 765 Broad St, Newark, NJ 07102

Phone Number: 718.974.3725

Email: jbresnahan@nps.k12.nj.us

Services Provided: Tier 3 and Tier 2 clinical services

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: Gilroy Unified School District

Contact Name: Anna Pulido

Title: Director of Student Services

Address: 7810 Arroyo Circle, Gilroy, CA 95020

Phone Number: 669.205.4015

Email: anna.pulido@gilroyunified.org

Services Provided: Tier 3 and Tier 2 clinical services

Reference 2:

Customer Name: Redwood City School District

Contact Name: Maeve Mulholland

Title: Director of Special Education

Address: 750 Bradford St, Redwood City, CA 94063

Phone Number: 650.482.2200

Email: mmulholland@rcsdk8.net

Services Provided: Tier 3 and Tier 2 clinical services

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: Santa Maria Joint Union High School District
Contact Name: Steve Molina
Title: Director of Student Services
Address: 2560 Skyway Dr, Santa Maria, CA 93455
Phone Number: 805-922-4573 Ext: 4214
Email: smolina@smjuhsd.org
Services Provided: Tier 3 and Tier 2 clinical services

Reference 2:

Customer Name: _____
Contact Name: _____
Title: _____
Address: _____
Phone Number: _____
Email: _____
Services Provided: _____

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Please see Section 6 in RFP response for pricing options.

A copy of what has been provided in the response also follow this page for ease of reading.

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

	3-year List Price	3-year Discount for OUSD	3-Year Price for OUSD	Annual OUSD Cost	Monthly Cost
<p>Option 1: Single OUSD Site (2 classrooms): Sequoia, OAK, or Skyline</p> <ul style="list-style-type: none"> •2 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. •1 full-time appropriately trained mental health aide or behavioral technician (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. •Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. •Quality and Risk Management by the ESS QM Team •Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard •24 hours of Tier 1 Professional Development Workshops from the ESS PD Library 	\$1,770,000	\$165,000	\$1,605,000	\$535,000	\$53,500
<p>Option 2 : Middle and High School Focus (6 classrooms) - Montera, Roosevelt, Life Academy, Skyline, McClymonds</p> <ul style="list-style-type: none"> •6 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. •5 full-time appropriately trained mental health aides or behavioral technicians (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. •Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. •Quality and Risk Management by the ESS QM Team •Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard •24 hours of Tier 1 Professional Development Workshops from the ESS PD Library 	\$7,035,000	\$1,485,000	\$5,550,000	\$1,850,000	\$185,000
<p>Option 3 : Comprehensive Footprint (All Sites and Classrooms)</p> <ul style="list-style-type: none"> •10 full-time qualified mental health clinicians (1 FTE per classroom) to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs with experience in child/adolescent psych. •7 full-time appropriately trained mental health aides or behavioral technicians (1 FTE per school) to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection. •Qualified mental health and behavioral coach or milieu supervisor position (ESS Regional Director) to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families. •Quality and Risk Management by the ESS QM Team •Therapeutic outcome data on clinical impact via MindBeat Pulse dashboard •24 hours of Tier 1 Professional Development Workshops from the ESS PD Library 	\$10,575,000	\$2,325,000	\$8,250,000	\$2,750,000	\$275,000

Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Option 1: Cost assumes 4 billable hours of service with a total annual cost of \$56,000 or \$168,000 for 3 years
Option 2: Cost assumes 8 billable hours of service with a total annual cost of \$112,000 or \$336,000 for 3 years
Option 3: Cost assumes 12 billable hours of service with a total annual cost of \$168,000 or \$504,000 for 3 years

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E


Signature:  _____

Date: 3/15/2023 _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither Effective School Solutions LLC nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 15th day of March [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By 

(Signature)
Duncan F. Young

Typed or Printed Name
CEO

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

Exhibit G: Workers Compensation Certificate

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: Effective School Solutions LLC

By Duncan F. Young

Signature of Authorized Signer 

Title of Signor CEO

By  Duncan F. Young

Signature of Authorized Signor
CEO

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as CEO *[insert "owner" or officer title]* of Effective School Solutions LLC *[insert name of business entity]*, have read the foregoing and agree that Effective School Solutions LLC *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/15/2023

Name: Duncan F. Young

Signature: 

Title: CEO

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Effective School Solutions LLC

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, Duncan F. Young [insert name], am the CEO [insert "owner" or officer title] for Effective School Solutions LLC [insert name of business entity] ("Entity"), which entered a contract on _____, 2023, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 15, 2023

Signature: 

Typed Name: Duncan F. Young

Title: CEO

Entity: Effective School Solutions LLC

Exhibit I: Non-Collusion Declaration

I, Duncan F. Young, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/15/2023

Name of Vendor: Effective School Solutions LLC

Printed Name of Authorized Company Representative: Duncan F. Young

Signature of Authorized Company Representative: 

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

3/15/2023		Duncan F. Young
Date	Signature/Title	Type or Print Name
Effective School Solutions LLC	121 Chanlon Rd., S310	New Providence, NJ
Name of Company	Address	City and State
07974	973-299-2254	908-277-1808
Area Code	Telephone #	Fax #

45-2692108

Federal Tax ID Number

Exhibit K: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____,
Effective School Solutions LLC ("Bidder") requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates Duncan F. Young (name of bidder's officer),
_____ (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Duncan F. Young

Date: 3/15/2023

Name of Proposer’s Signee



Title of Proposer’s Signee

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the Districts issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.



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

Amendment No. 1

Posted *February 15, 2023*

Request for Proposal (RFP) # 22-132PEC

SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 12

Amended From:

Provider to submit:
(1) Hardcopy Proposal
(1) USB - Electronic RFP version

Proposal shall be clearly marked: “Response to RFP No. 22-132PEC”
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street

OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

Amended To:

Provider to submit:

(1) Hardcopy Proposal and (1) USB - Electronic RFP version
OR


Via Email to procurement@ousd.org

Proposal delivered shall be clearly marked: "Response to RFP No. 22-132PEC"
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Sealed Proposal packages or Proposal via Email shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

	3/15/23
_____	_____
Signature	Date

Duncan F. Young, CEO

Effective School Solutions LLC

Sincerely,
Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) # 22-132PEC

SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES FOR OAKLAND UNIFIED STUDENTS

* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
March 15, 2023 at 2:00 P.M. PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	January 27, 2023
Pre-Bid Conference:	February 15, 2023 @ 11:00 A.M. PST (Zoom link on Procurement Website)
Deadline for Questions:	February 28 , 2023 @ 5:00 P.M. PST
Proposal/Bid Submitted to District:	March 15, 2023 @ 2:00 P.M. PST
Proposal/Bid Opening:	March 17, 2023 @ 12:00 P.M. PST (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	March 27-30, 2023
Final Award of RFP (BOE):	April 11, 2023
Contract Start Date:	July, 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

***What is a Pre-Bid Conference?** A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting*

***What is a Proposal/Bid Opening?** A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.*

Proposers are advised that the District reserves the right to amend or cancel this RFP at any time. Proposers are responsible for viewing any new changes related to this RFP [online](#). If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Background Information and Objective

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

It is the intent of this request for proposals to seek providers to support the emotional, mental, and behavioral health needs of Oakland Unified School District (OUSD) students receiving Special Education Services, sometimes referred to as Educationally-Related Mental Health Services (ERMHS). In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program.

Students with IEPs who demonstrate behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified disability.

The OUSD Special Education Department provides direct services, consultative services, training, equipment and materials to over 6,400 students from birth through age 22. Our students reflect the rich diversity of Oakland, and students with Special

Education services attend every Oakland public school, select charter schools, home and hospital based programs, and private programs in settings that range from fully inclusive learning to separate, specialized instruction. Our Department aligns all of our services to our 'Big Rocks,' key goals that align to our District's strategic plan and Local Control Accountability Plan (LCAP). These goals focus on academic equity, evidence-based professional learning, meaningful transition experiences, and crafting quality, comprehensive IEPs. We believe that all students can thrive when provided with appropriate services and supports and that neurological and physical diversity should be expected, valued, and considered in the design of all district-wide programming.

With this Request for Proposals (RFP), OUSD is seeking partners who are grounded in serving students who are often among the furthest from school success in a manner that centers equity, inclusion, and student and family voice. The selected providers will work directly with students with IEPs who require Educationally-Related Mental Health Services related to their area(s) of disability providing direct individual and group therapeutic services, milieu classroom support, family counseling services, collateral linkages to supporting services, and/or therapeutic behavioral services. Additionally, the selected providers will serve as expert collaborators for school site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. We will assess the success of this work by evaluating individual student therapeutic progress, least restrictive environment access, and staff reporting of their comfort and competency interacting with students using evidence-based practices.

We will award contract(s) to the provider(s) who best demonstrate their alignment with our goals and approach and who best respond to the requirements of the request for proposals detailed below.

Scope Of Work

The scope of work includes a comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require ERMHS in order to access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD. We expect the Contractor(s) to have mental health providers who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of our students, as well as provide consultation and guidance to OUSD site-staff to inform them of best practices.

The scope of work should cover the following:

- Individual counseling: ability to use evidence-based practices, as well as ability to shift to a new practice when needed to meet individual student needs.
- Group counseling: ability to facilitate group of similar age students with a focus on the student's specific areas of need
- Milieu support: supports with mental health challenges that arise both in and out of the separate setting; for students who spend time within the mainstream, general education setting, it would be expected to provide support in that setting, as appropriate
- Family counseling: provided when warranted, in accordance with students' IEPs, including the support with parent/guardian understanding of students' disabilities
- Collaboration/Collateral Work: support with agency linkages; IEP team collaboration
- Crisis Intervention: responds to students in crisis and conducts appropriate risk assessment, as needed, and confers with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and site administrators.
- Behavior intervention system: Helps manage the classroom wide behavior intervention system and individual plans; collaborates on updates/changes to the system/plans as needed
- Behavioral coaching and professional trainings: provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; coaches school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need.
- Treatment planning: In alignment with the IEP services and goals, as well as for psychiatric needs.

Project Term

Selected providers will be awarded a three-year contract commencing 7/16/2023 and ending 6/30/2026.

Provider Deliverables and Outcomes

Bidders may submit proposals to support all or part of the required services described below. Bids may address a specific site, multiple sites, and/or intensive outpatient services.

Currently, OUSD has site-based mental health programs located at:

- Sequoia Elementary (2 classrooms)
- OAK Elementary (2 classrooms)
- Montera Middle (1 classroom)
- Roosevelt Middle (1 classroom)
- Life Academy (1 classroom)
- Skyline High School (2 classrooms)
- McClymonds High School (1 classroom)

The Department wishes to have a single provider at each campus.

Successful bidders for our site-based needs will be prepared with a plan that includes provision of the following activities and services:

- One (1.0 FTE) qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.
- One (1.0 FTE) appropriately trained mental health aide or behavioral technician per classroom to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.
- Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families.

Site-based providers must be prepared to engage in weekly team meetings to review student data and discuss interventions, family/caregiver events and outreach experiences, and campus-wide events beyond the provision of direct mental and behavioral health services. It is expected that they will be an active participant as an IEP team member.

Additionally, OUSD's Special Education team seeks partnership to support ERMHS Intensive Outpatient and supplemental services, which includes:

- Three (3.0 FTE) qualified mental health clinicians to provide itinerant outpatient counseling services, parent/family counseling, agency linkages, site team consultation and mental health crisis support pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.

- One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician to provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization.
- Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Contractor must maintain all documents in accordance with FERPA regulations. Records by student, clinician, service and district are to be maintained in the District's adopted Student Information System. Contractor will work cooperatively with Special Education Department members as necessary to complete filing of documents in a timely manner and meet monthly with key Special Education Department members.

Successful bidders will be prepared to meet all District insurance and staffing requirements as stipulated in the attached sample contract.

The outcomes for this work will include:

- All eligible students receive consistent services from a qualified provider as indicated in Individualized Education Programs (IEPs);
- Families are actively engaged as key partners in their child's therapeutic treatment planning;
- Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors;
- Staff at campuses with mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs;
- Students progress in their treatment sufficiently to spend more time in the general education setting over time.

Why Are Provider Services Needed

The District serves about 6,400 students who are eligible to receive Special Education services, and these students represent many different backgrounds. Many OUSD students have faced adverse early childhood experiences, have experienced or are currently experiencing traumatic experiences, or have diagnosed mental health conditions impacting their school attendance, performance, and physical and emotional safety. Approximately 500 students with IEPs require individual counseling services, and 300 participate in group counseling services. These services are not only medically necessary and important for positive school outcomes but are also legally required pursuant to IEPs.

Proposal Evaluations And Scoring

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

BEST VALUE POINTS	
Value Category	Maximum Points
Ability to Provide Qualified and Appropriately-Trained Staff	35
Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma	20
Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners	15
Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health	15
Annual Cost To The District	15
TOTAL POINTS	100

Each best value category shall be scored separately using the scoring guide below

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Proposal Format

Proposal submissions shall include, at minimum:

- **Cover Letter:** In a maximum of two pages, explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.
- **Proposed Staffing:** In a maximum of five pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.
- **Related Experience:** In a maximum of five pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.
- **Area(s) of Work, Collaborate and Coach:** In a maximum of five pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.
- **Methodology, Training and Interventions:** In a maximum of five pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your

organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

- **Annual Cost To The District:** Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 19 or submit their own price document.
- **Proof of Insurance:** Furnish proof of liability insurance as indicated in the sample contract in Exhibit A on page 15. Insurance information is located on page 10 in OUSD's Services Agreement.
- **References:** Provide at least two references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 18 or submit their own reference document.
- **Completed Exhibits:** List of exhibits begin on page 14.

Submission Instructions

Bids must be received prior to **March 15, 2023 @ 2:00 P.M. PST**

Provider to submit:

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-132PEC”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 15, 2023 @ 2:00 P.M. PST.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate scope of work and/or pricing with the selected Contractor(s) prior to entering into a contract. The award of this solicitation is conditional on the winning bidder accepting the terms of the sample contract in Exhibit A. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

List of Exhibits

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Services Agreement

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

Signature

Print Name

Title

Date

Exhibit B: Standard Form Response

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

 Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

Exhibit G: Workers Compensation Certificate

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____ [*insert name of business entity*], have read the foregoing and agree that _____ [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

Exhibit I: Non-Collusion Declaration

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name of Vendor: _____

Printed Name of Authorized Company Representative: _____

Signature of Authorized Company Representative: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
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Federal Tax ID Number

Exhibit K: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____, _____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer’s Signee

Date: _____

Title of Proposer’s Signee

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

DATA SHARING AGREEMENT 2023-2026

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

Effective School Solutions, LLC

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided by OUSD to ESS in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”): July 26, 2023
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date (“End Date”): June 30, 2026
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** If OUSD Data is student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1, or de-identified student information, as defined in 34 C.F.R. § 99.31(b), the parties do not need to sign a data sharing agreement. For other student data, check any of the following that apply:

- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

- OUSD Data includes personally identifiable information from a student record, and:
 - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

 - RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

 - RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

 - RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

 - RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

 - The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with state and federal laws and regulations pertaining to data privacy and security, if and to the extent applicable, such as the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data which is personally identifiable, including persistent unique identifiers associated with other identifiable information such as a student’s name, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data which is personally identifiable to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.

12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any OUSD Data except as necessary to fulfill its obligations under this Agreement.
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure to or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time after RECIPIENT becomes aware of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” The initial Notice of Data Breach will include the information known to RECIPIENT at the time it is written. Additional details may be provided at a later date, as RECIPIENT learns with reasonable certainty of such information, as a supplement to the initial Notice of Data Breach.
 - b. The security breach notification(s) described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- (ii) Either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred, if and to the extent the RECIPIENT is aware of such information at the time the notice is provided. The notification shall also include the date of the notice.
 - (iii) Whether the notification was delayed as a result of a law enforcement investigation, if RECIPIENT is aware of such investigation at the time the notification is provided.
 - (iv) A general description of the incident, if and to the extent that RECIPIENT is aware of such information at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all applicable state and federal laws with respect to data breaches, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information, and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach impacting those parents/families' personally identifiable information which did not result (either partially or fully) from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

- b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: Effective School Solutions , Duncan F. Young
Title: [Click or tap here to enter text.](#) CEO
Address: 121 Chanlon Rd, New Providence, NJ 07974
City, ST Zip:

Phone: 617-697-7745
Email: dyoung@effectiveschoolsolutions.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees 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. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
 - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
 - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

- (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
- (x) RECIPIENT can negotiate its own rates;
- (xi) RECIPIENT can set its own hours and location of work; and
- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. **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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.
25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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 subsequent act from constituting a violation of this Agreement.
27. **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.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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.
 - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of 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/>).

30. **Limitation of Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party 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.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity resulting from RECIPIENT’s negligent (or more culpable) performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by RECIPIENT resulting from RECIPIENT’s negligent (or more culpable) performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including reasonable attorneys’ fees and costs and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties, which acceptance may not be unreasonably withheld, conditioned or delayed.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD also agrees to hold harmless, indemnify, and defend RECIPIENT Indemnified Parties from any and all claims or losses incurred by OUSD, resulting from OUSD’s negligent (or more culpable) performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including reasonable attorneys’ fees and costs, and RECIPIENT shall have the right to accept or reject any legal representation that OUSD proposes to defend RECIPIENT Indemnified Parties, which acceptance may not be unreasonably withheld, conditioned or delayed.

32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted pursuant to this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.
33. **Litigation.** This Agreement shall be deemed to 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.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **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.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

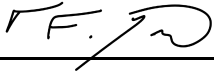
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Enter Recipient signatory name
Duncan Young

Signature: 

Position: Enter Recipient signatory position
CEO

Date: Enter date of signature
6/1/2023

OUSD

Name: Mike Hutchinson

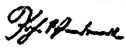
Signature: 

Position: Enter OUSD signatory position

Date: Enter date of signature

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: Enter date of signature

Approved as to Form:


Roxanne M. De La Rocha
OUSD Staff Counsel

June 1, 2023
Date

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Effective School Solutions will require access to our Special Education information system (currently Special Education Information Systems (SEIS)) in order to review IEPs and psychological evaluations completed in order to determine the most appropriate means of providing mental health services to the students on their caseloads within the CE SDC program at Sequoia Elementary and Oakland Academy of Knowledge. Additionally, SPG personnel working directly with students will be required to update progress on goals and create new IEP goals in collaboration with OUSD staff. They would also require access to the district's SIS, currently Aeries, in order to gather attendance data and grades/credit history so that student goals may incorporate this information when working with students. Access to Aeries would also allow them to retrieve student schedules so they may support in the general education setting for those students who are mainstreamed.

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

No current agreements between OUSD and Effective School Solutions

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Special Education Department, Tech Services Department

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	<input type="checkbox"/>
Attendance	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Number of Suspensions	<input checked="" type="checkbox"/>
	Days suspended	<input checked="" type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>

	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>

Parent/Guardian Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>

	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Other	List additional data elements here	<input type="checkbox"/>
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**APPENDIX A TO EXHIBIT A OF
SERVICES AGREEMENT 2023-2026 BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) AND
EFFECTIVE SCHOOL SOLUTIONS, LLC (VENDOR)**

1. In the event a mental health professional is absent, if requested by OUSD, VENDOR shall exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the services. VENDOR shall provide OUSD with a credit of three hundred (\$300) dollars for each day of service missed by a mental health professional for whom a substitute cannot be obtained, after an aggregate total of five absences per number of contracted mental health professionals during the school year. For example, if there are three (3) contracted mental health professionals assigned to OUSD, then after an aggregate total of fifteen (15) missed days without a substitute, VENDOR would provide a credit of \$300 for each additional day of service in which a mental health professional or substitute is not provided.

2. VENDOR shall provide all the clinical and administrative services outlined in Exhibit A during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at a school during evening hours at the discretion of VENDOR. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled and will not be considered an absence pursuant to Section 1 of this Appendix.

3. Days during which there is an extended school facility closure (e.g., for public health reasons) shall not constitute “regularly scheduled School days” pursuant to Section 2 of this Appendix and missed sessions due to extended School facility closures will not be considered absences pursuant to Section 1 of this Appendix. During extended school facility closures, VENDOR will deliver virtual or telephonic support consisting of a combination of virtual or telephonic individual therapy sessions, virtual or telephonic family therapy sessions and virtual or telephonic group therapy, consistent with Exhibit A of the Agreement. VENDOR staff members will continue to work full-time.

4. OUSD shall provide VENDOR with:

- a) a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the schools;
- b) a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes;
- c) filing cabinet(s) with locking mechanisms to secure confidential records;
- d) use of telephones for each assigned mental health professional at no cost to VENDOR;
- e) Internet access with connectivity uptime of 99.9% during regularly scheduled school days or reimbursement to VENDOR of the cost of hotspot devices;
- f) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort receiving services from VENDOR, in a manner prescribed by OUSD, subject to state and federal requirements for confidentiality of student education records and personally identifiable information; and
- g) notification as to whether any School Resource Officer (“SRO”) qualifies as a “school official” such that VENDOR may share student education records, information learned by VENDOR’s personnel in the course of performing its services, and other personally identifiable information with the SRO.

5. Should OUSD request crisis assessment services from VENDOR for students outside of the cohort, OUSD shall obtain any and all consents required to be obtained by applicable laws, regulations and/or OUSD policies and provide any and all notices required to be provided by applicable laws, regulations and/or OUSD policies in connection with ESS’s provision of crisis assessment, response, and re-entry provided by VENDOR under the Agreement. Further, OUSD shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with VENDOR’s provision of crisis assessment, response and re-entry provided by VENDOR under the Agreement.

6. OUSD will assist VENDOR in obtaining all consents that VENDOR determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of services by VENDOR. VENDOR shall be designated as a “school official” by OUSD for the purpose of providing services to students pursuant to the terms of the Agreement. All records of the services provided by VENDOR to students of OUSD shall be considered Education Records, as defined by FERPA, and shall be maintained by VENDOR in accordance with applicable law on behalf of OUSD.

7. In the event of any investigation or proceeding, including but not limited to those involving administrative, civil, criminal, or custody proceedings, if VENDOR is requested by a third party (pursuant to a subpoena or otherwise) to provide documents, testimony, or other information concerning the School, its personnel, or students, VENDOR will provide notice to and seek guidance from OUSD before responding to any such request, unless VENDOR reasonably believes it is prohibited by law from doing so. In addition, VENDOR will use its best efforts to comply with any and all laws and regulations concerning the disclosure of FERPA-covered information. Notwithstanding the foregoing, VENDOR and its personnel shall have no obligation to OUSD or the School to participate in any such proceedings or comply with any such requests unless required by law. OUSD agrees that it will hold VENDOR and its personnel harmless, and protect them from retaliation, in connection with their lawful participation or compliance with, or lawful election not to participate in or comply with, any such proceedings or third-party requests.

8. It is within the sole discretion of VENDOR to determine whether a student can enter or remain in the cohort once the student has been referred by a school for the services outlined in Exhibit A. However, it is expressly understood that the primary reason for VENDOR to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the school, is a student’s unwillingness to appropriately participate in the services outlined in Exhibit A or, in the sole opinion of VENDOR staff, the student is a danger to himself/herself or others.

9. OUSD acknowledges that OUSD will work proactively with VENDOR to schedule dates of the delivery of VENDOR services related to professional development, and OUSD shall ensure the availability of OUSD’s staff for delivery of such services. For the avoidance of doubt, in the event that the maximum units of professional development services set forth in Section 1.A. of Exhibit A (24 hours per school year) are not delivered, OUSD remains responsible for payment

of the fees set forth in Section 1.C. of Exhibit A. Unused units shall not roll over to a subsequent school year or agreement.

10. Each party represents and warrants that it will comply with federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by the Agreement, and that it will cooperate with the other party in the other party's compliance with such laws and guidance. Each party shall indemnify, hold harmless, and defend the other party from any liability arising out of or relating to such party's failure to follow such laws and guidance in the conduct of the work supported by the Agreement.

11. The parties each acknowledge and agree that VENDOR does not bill directly to Medicaid or to any other federal, state, or publicly funded programs, nor does VENDOR input any information directly into any Medicaid billing systems nor make any decisions about billing to Medicaid, including but not limited to, the selection of billing codes. OUSD will hold harmless, indemnify and defend VENDOR and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred by VENDOR, relating to, resulting from, or occurring in connection with any actual, alleged, or investigated overpayments, or billing errors, or billing or documentation improprieties concerning Medicaid or any other federal, state or publicly funded programs, or any other actual or alleged violation by OUSD, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.

12. OUSD shall cooperate with VENDOR in VENDOR's actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to VENDOR's employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.

13. OUSD acknowledges that as a result of training by, experience with, and a relationship with VENDOR, all VENDOR's employees are privy to OUSD materials, as well as much or all of VENDOR's trade secrets, confidential information, and proprietary information, which may include but are not limited to, pricing information, marketing information, business strategy information, negotiations, and "Customer Information," which includes but is not limited to names, phone numbers, addresses, email addresses, service history, service preferences, chain of command, pricing information, and other information, and identifying facts and circumstances

specific to the customer and/or relevant to services. In the interest of protecting such trade secrets, confidential information, and proprietary information, including Customer Information, from disclosure or other improper use, OUSD acknowledges that each VENDOR employee has agreed by contract that: (1) during the term of the employee's employment by VENDOR, the employee will not provide any services of the type or character of services that the employee provides or has provided for VENDOR, or contribute the employee's knowledge, in any capacity, to any school district for which VENDOR provides and/or provided services during the employee's term of employment with VENDOR, and (2) during the term of the employee's employment and during the one year, to run consecutively, starting on the last date of employment, the employee will not use any of VENDOR's trade secrets, Customer Information, and/or confidential information to directly or indirectly solicit VENDOR's customers, or interrupt, disturb, or interfere with VENDOR's relationships with its customers, or engage in any activity that may require or inevitably requires disclosure of trade secrets, proprietary information, Customer Information, or confidential information. The provisions of this Section 13 will remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of the Agreement, or the Agreement is not renewed by the parties upon the expiration of the term of the Agreement.

14. OUSD agrees that it shall not hire, use as a consultant, or use as an independent contractor through a vendor other than VENDOR (i) any employee currently employed by VENDOR; or (ii) any former employee of VENDOR who provided services to a school overseen by OUSD, pursuant to the Agreement during the implementation of the Agreement and for a period of ninety (90) days from the later of the date the employee was last employed by VENDOR or last provided services to OUSD as an employee of VENDOR.. Since damages for violating this Section are incapable of precise calculation and would be difficult to prove, the parties agree that OUSD would pay to VENDOR liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant. The parties agree that this liquidated damages amount is fair and reasonable and is intended to compensate VENDOR, and not constitute a penalty. The parties acknowledge and agree that VENDOR's harm caused by a OUSD breach would be impossible or very difficult to accurately estimate as of the date of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that would arise from a OUSD breach. OUSD's payment of

the liquidated damages would be OUSD's sole liability and entire obligation and VENDOR's exclusive remedy for any breach of this Section 14. The provisions of this Section 14 shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of the term of the Agreement. If the Agreement or the Agreement is not renewed by the parties upon the expiration of the term of the Agreement.

Approved As To Form:



Roxanne M. De La Rocha
OUSD Staff Counsel

June 1, 2023

Date