Board Office Use: Le	gislative File Info.
File ID Number	15-0331
Introduction Date	4/22/15
Enactment Number	15-0551
Enactment Date	41221,581.



Memo		
То	Board of Education	
From	Antwan Wilson, Superintendent	
Board Meeting Date (To be completed by Procurement)	4/22/15	
Subject	Professional Services Contract Amendment No	
	Erika Bloom	
	Community Schools and Student Services/922 (site/department	nt)
Action Requested	Ratification by the Board of Education of Amendment No1 to the Professional Services Contract between Oakland Unified School District and Erika Bloom Services to be primarily provided to <u>Community Schools and Student Services/922</u>	d for
	the period of 9/2/2014 through 6/30/2015	101
Background A one paragraph explanation of why an amendment is needed.	According to the Surgeon General's report from 2000, one in five students will require mental health services at some point during their K-12 education. In Oakland we estimate the need to be even greater due to the high incidence serious violence in the community. To meet the behavioral health needs of our elementary students, an internship program was created nine years ago. By recruiting graduate students from local graduate schools and universities, the Mental Health Intern Program has served a cohort of seven elementary schools annually. Participating schools opt-in by covering the supervision costs of two interns per site. Under the direction of the Director of Behavioral Health Initiates, this program has expanded and will include a larger cohort of schools in 2014-2015. As successed Supervisor is needed to meet the supervisor to intern ratio required by participating universities.	h a
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Erika Bloom, Oakland, CA, for the latter to provide supervision of the six inter for one hour of weekly individual supervision and will co-lead a two hour weekly group supervision meeting with the current OUSD Intern Supervisor; consultant will also assist with mental health needs on the campuses in which interns are placed for the period of September 2, 2014 through June 30, 2015, in the amount of \$16,500.00, increasing the agreement from \$9,000.00 to a not to exceed \$25,500.00. All terms and conditions of the agreement remain in full force and effect.	rns 1
Recommendation	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and Erika Bloom Services to be primarily provided to <u>Community Schools and Student Services/922</u>	d for
	the period of <u>9/2/2014</u> through <u>6/30/2015</u> .	
Fiscal Impact	Funding resource name (please spell out) 0000/Behavioral Health	_
Attachments	 Contract Amendment Copy of original contract and any prior amendments 	

Board Office Use: Le	gislative File Info.
File ID Number	15-0331
Introduction Date	4/22/15
Enactment Number	15-0551
Enactment Date	4/22/152



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

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

Erika Bloom

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 9/2/2014 and the parties agree to amend that Agreement as follows:

1.	Services:	The scope of work is <u>unchanged</u> .	The scope of work has <u>changed</u> .
			on of revised scope of work including measurable description of and/or reports; attach additional pages as necessary.
	Revised s	cope of work attached. OR 🗖 The CONTRACT	OR agrees to provide the following amended services:
2.	Terms (duration)): I The term of the contract is <u>unchanged</u> .	The term of the contract has <u>changed</u> .
2.	If the term		The term of the contract has <u>changed</u> . ed by an additional (days/weeks/months),
2.	If the term	has changed: The contract term is extended expiration date is <u>6/30/2015</u>	
	If the term and the am Compensation	 has changed: The contract term is extended expiration date is <u>6/30/2015</u> The contract price is <u>unchanged</u>. 	ed by an additional (days/weeks/months),
	If the term and the am Compensation If the comp	 has changed: The contract term is extended expiration date is 6/30/2015 The contract price is <u>unchanged</u>. bensation has changed: The contract price 	ed by an additional (days/weeks/months), The contract price has <u>changed</u> . e is amended by
	If the term and the am Compensation If the comp	 has changed: The contract term is extended expiration date is <u>6/30/2015</u> The contract price is <u>unchanged</u>. 	ded by an additional (days/weeks/months), days/weeks/months), days/weeks/months),

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

Amendment History: 5.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT President B Educ Superintendent Chief er Deputy Chief 23/15

Contract No.

CONTRACTOR

Contractor Signature

Print Name, Title

Secretary, Board of Education

Rev. 9/17/14

R0153228

Date

P.O. No.

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

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

Consultant will supervise six interns for one hour of weekly individual supervision for each of the six interns and will co-lead a two hour weekly group supervision meeting with the current OUSD Intern Supervisor. As time permits, Ms. Bloom will also assist with mental health needs on the campuses in which her interns are placed.

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

As a result of this contract approximately 100 elementary school children will receive mental health services in the form of individual, family, or group counseling. Services provided will be trauma informed and designed to remove emotional and behavioral barriers to learning. Students receiving services through the Mental Health Intern Program will have greater access to the Common Core via increased in-class instructional time and higher rates of attendance and participation. Parents receiving family counseling will demonstrate increased support for their children's academic and social emotional skills.

3.	-	nent with District Strategic Plan: Indicate the goals all that apply.)	and visions supported by the services of this contract:
		sure a high quality instructional core evelop social, emotional and physical health eate equitable opportunities for learning gh quality and effective instruction	 Prepare students for success in college and careers Safe, healthy and supportive schools Accountable for quality Full service community district
4.	Alignm	nent with Community School Strategic Site Plan –	CSSSP (required if using State or Federal Funds):
	Please	e select:	
	Numbe	ction Item included in Board Approved CSSSP (no er:	additional documentation required) – Item
		ction Item added as modification to Board Appr esource Manager either electronically via email of scale	oved CSSSP – Submit the following documents to the need documents, fax or drop off.
	a.	Relevant page of CSSSP with action item highlighte modification date, school site name, both principal a	d. Page must include header with the word "Modified", nd school site council chair initials and date.
	b.	Meeting announcement for meeting in which the CS	SSP modification was approved.
	C.	Minutes for meeting in which the CSSSP modification	on was approved indicating approval of the modification.
	d.	Sign-in sheet for meeting in which the CSSSP modi	fication was approved.

AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



OAKLAND UNIFIED SCHOOL DISTRICT

Directions

- Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.
- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) diane.warren@ousd.k12.ca.us

	Contra	actor Inform	ation					
Contractor Name	Erika Bloom	Agenc		Erika Bloo	om			
OUSD Vendor ID #	1006353	Title		Consultan	t			
Street Address	4287 Piedmont Avenue, Suite 120	City	Oaklan	d	State	CA	Zip	94611
Telephone	(415) 370-3185	Email (required	rik	ibloom.mft@	gmail.co	m		

Cor	npensation and	Terms – Must be wi	thin the OUS	D Billing Guidelines	
Original Contract Amount	\$ 9,000.00	Original PO #	P1501699	New Requisition #	R0153228
Amended Amount	\$ 16,500.00	Start Date	9/2/2014	End Date	6/30/2015
New Total Contract Amount	\$ 25,500.00	Pay Rate Per Hour	\$ 75.00	# of Hours	220

lf you are	e planning to multi-fund a contract u	Budget Information sing LEP funds, please contact the Stat	te and Federal Office <u>before</u>	completing requisition.
Resource #	Resource Name	Org Key	Object Code	Amount
0000	Behavioral Health	9221340304	5825	\$ 16,500.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement

		ouronnonn							
	Administr	ator / Manager (Originator)	Name	Barbara McClung		Phone	273-1539		
1.	Site/Depar	tment (Name & #) Community	Schools an	nd Student Services/922	2	Fax	273-1501		
	Signature				Date	Approved			-
	Resource	Manager, if using funds manage	ed by: State	and Federal Quality, Comm	unity, School [Development	Community Scho	ools and Student Service	es
2	Scope o	of work indicates compliant us	e of restricte	d resource and is in alignn	nent with sc	hool site pl	an (CSSSP)		
2.	Signature				Date	Approved			
	Signature	(if using multiple restricted resources)		Date	Approved			
2	Network S	Superintendent/Deputy Netw	ork Superin	ntendent					
3.	Signature				Date	Approved			
	Chiefs / D	eputy Chiefs Consultant Ag	gregate 🖃 Ui	nder Dver \$84,100					
4.		s described in the scope of wo ant is qualified to provide serv	+		chool site				
	Signature	(aug)	Du	1.	Date	Approved			
5.	Superinte	ndent, Board of Education	Signature of	the logal contract					
Lega	Required	if not using standard contract	App		Denied - Reason			Date	
Proc	urement	Date Received			PO Numbe	-			

EXHIBIT "A" SCOPE OF WORK

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

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

Ms. Bloom will begin supervision of the six interns beginning the first week in September 2014 and conclude the second week of June 2015. She will provide one hour of weekly individual supervision for each of the six interns and will co-lead a two hour weekly group supervision meeting with the current OUSD Intern Supervisor. As time permits, Ms. Bloom will also assist with mental health needs on the campuses in which her interns are placed, at a total cost not to exceed thirty one thousand and five hundred dollars.

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

As a result of this contract approximately 100 elementary school children will receive mental health services in the form of individual, family, or group counseling. Services provided will be trauma informed and designed to remove emotional and behavioral barriers to learning. Students receiving services through the MH Intern Program will have greater access to the Common Core via increased in-class instructional time and higher rates of attendance and participation. Parents receiving family counseling will demonstrate increased support for their children's academic and social emotional skills.

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

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

Prepare students for success in college and careers

- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district

Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select:

Action Item included in Board Approved CSSSP (no additional documentation required) - Item Number:_

- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

SAM Search Results List of records matching your search for :

Search Term : Erika* Bloom* Record Status: Active

No Search Results

A		-		ATE OF LIAE			INCE 0	8/27/2014
CE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW, THIS CERTIFICATE OF IN PRESENTATIVE OR PRODUCER, A	IVEL	Y OF	NEGATIVELY AMEND, E DOES NOT CONSTITUTE	XTEND OR ALT	ER THE CO	VERAGE AFFORDED BY TH	E POLICIES
the	PORTANT: If the certificate holder terms and conditions of the policy rtificate holder in lieu of such endor	, cer	ain p	olicies may require an end	olicy(ies) must be orsement. A stat	e endorsed. ement on thi	If SUBROGATION IS WAIVED is certificate does not confer), subject to rights to the
-	UCER	seme	in(s)		ONTACT C. Philir	Hodson		
	& Associates			P	HONE	11000011	FAX (A/C, No):	
11	S. Dearborn St. Ste 205			E	A/C. No. Ext): -MAIL DDRESS: info@cp	hins.com	(A/C, NO):	
hig	ago, IL 60605				DDITEOU.		RDING COVERAGE	NAIC #
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SUF	ED			1	SURER B :			
	Erika Bloom			1	SURER C :			
	4287 Piedmont Avenue, Suit	te 107	7	17	SURER D :			
	Oakland, CA 94611			11	SURER E :			
_				10	SURER F :			
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-	POLICY PRO- JECT LOC						\$	
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	f yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	57
	Professional Liability	Y	N	PHCPE7284	08/26/2014	08/26/2015	Per Occurrence 1,000,000 Aggregate 3,000,000	
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ER					ANCELLATION		······	
	Oakland Unified School Dis	trict				N DATE TH	ESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE D CY PROVISIONS.	
	Attes Distantes							
	Attn: Risk Management			A	UTHORIZED REPRESE	NTATIVE		
	Attn: Risk Management 900 High Street Oakland, CA 94601				UTHORIZED REPRESE	NTATIVE		

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Certificate of Insurance (Proof of Coverage) Date Issued: (8/6/2014)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW.

Insured Name and	Mailing Address*	Program Administrator
Name Erika Bloom		Administered By: CPH and Associates
Street 4287 Piedmont Avenue		711 S. Dearborn, Suite 205
Suite 107		Chicago, IL 60605
City Oakland		P. 312-987-9823 F. 312-987-0902
State California		info@cphins.com
Zip 94611		Underwritten By: Philadelphia Indemnity Insurance Company
*Additional insured log Your coverage is portable, mean	cations are often requested by individual ning that you are covered at any location	business owners who have more than one office. for practice under the occupation(s) listed on your policy.
	Coverage	
Policy #: PHCPE7284	Effective Date: (8/26/2014)	Expiration Date: (8/26/2015)
DOCUMENT WITH RESPECT TO AFFORDED BY THE POLICIES D	WHICH THIS CERTIFICATE MAY BE I ESCRIBED HEREIN IS SUBJECT TO A	M OR CONDITION OF ANY CONTRACT OR OTHER ISSUED OR MAY PERTAIN, THE INSURANCE LL THE TERMS, EXCLUSIONS AND CONDITIONS OF
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DOCUMENT WITH RESPECT TO AFFORDED BY THE POLICIES DI SUCH POLICIES. AGGREGATE I Limi Each Occurrence (Per individual claim) \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 Unlimited \$35,000 \$15,000	WHICH THIS CERTIFICATE MAY BE I ESCRIBED HEREIN IS SUBJECT TO AJ LIMITS SHOWN MAY HAVE BEEN REI ts of Liability (Total amount per policy year) \$3,000,000.00 \$3,000,000.00 N/A \$3,000,000.00 Unlimited \$35,000 \$15,000	ISSUED OR MAY PERTAIN, THE INSURANCE LL THE TERMS, EXCLUSIONS AND CONDITIONS OF DUCED BY PAID CLAIMS. Coverage Part Professional Liability General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability Property Coverage Supplemental Liability Defense Expense Coverage State Licensing Board Investigation Defense Coverage Assault Coverage

Description/Special Provisions: General Liability Insured Location(s):

1) Oakland Unified School Distric Oakland, CA 94601

Certificate Holder	Cancellation						
Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
ins _Y **If the certificate holder is policy(ies) must be endorsed. not confer rights to the c	ed to the policy as an additional sured:** 'es / XNO an ADDITIONAL INSURED, the A statement on this certificate does ertificate holder in lieu of such rsement(s).	(, Pulp Horton Authorized Representative C. Philip Hodson					

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO.



OAKLAND UNIFIED SCHOOL DISTRICT

Directions Services beyond the original contract cannot be provided until the amendment has been fully approved of the original contract cannot be provided until the amendment has been fully approved on the original contract originator reach agreement on modification to original scope of work and contract or and OUSD contract originator reach agreement on modification to original scope of work and contract total amount has increased, the scope of work must change. OUSD contract originator creates original PO number referenced in the item description. 4. Contractor and OUSD contract originator complete the contract packet together and attach required attaches the contract amendment is approved. Procurement will add additional funds to the original Purchase Ord Attachment Contract amendment packet including Board Memo and Amendment Form Checklist Amended Scope of Work (Be specific as to what additional work is being done by this conse OUSD Staff Contact Emails about this contract should be sent to: (required) diane.warren@ousd.k12.ca.us Contractor Information Contractor Name Erika Bloom	ompensation. op of the amendment. s new requisition with the chments. er .		
Contractor Name Frika Bloom Agency's Frika Bloom			
Contactor Name Erika Bloom			
USD Vendor ID # 1006353 Title Consultant treet Address 4287 Piedmont Avenue, Suite 120 City Oakland State CA	Zip 94611		
elephone (415) 370-3185 Email rikibloom mft@amail.com			
(regureo)			
Compensation and Terms – Must be within the OUSD Billing Guideline	es		
riginal Contract Amount \$ 9,000.00 Original PO # P1501699 New Requisition a	# R0153228		
mended Amount \$ 16,500.00 Start Date 9/2/2014 End Date	6/30/2015		
ew Total Contract Amount \$ 25,500.00 Pay Rate Per Hour \$ 75.00 # of Hours	220		
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before contract Resource # Resource Name Org Key Object Code	Amount		
0000 Behavioral Health 9221340304 5825	\$ 16,500.00		
5825			
5825			
Approval and Routing (in order of approval steps) Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase O accessed by Procurement.	order amount has been		
Administrator / Manager (Originator) Name Barbara McClung Phone 273-1539 Site/Department (Name & #) Community Schools and Student Services/922 Fax 273-1501			
Site/Department (Name & #) Community Schools and Student Services/922 Fax 273-1501 Signature Signature Date Approved 7 - 4 - 1			
Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community School	cols and Student Services		
Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
Signature Date Approved			
Signature (if using multiple restricted resources) Date Approved			
Network Superintendent/Deputy Network Superintendent	1		
Signature Culus Haup Date Approved 2/4/	11		
Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$84,10			
Consultant is qualified to provide services described in the scope of work	/		
Signature Date Approved 49	115		
Superintendent, Board of Education Signature on the legal contract	11		
Denied -	Date		
	699		

THIS FORM IS NOT A CONTRACT

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Board Office Use: Le	gislative File Info.
File ID Number	14-1895
Introduction Date	10/22/14
Enactment Number	14-1806
Enactment Date	10/22/14 0



Community Schools, Thriving Students

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	10/22/14
Subject	Professional Services Contract - Erika Bloom
	- Community Schools and Student Services (site/department)
Action Requested	Ratification of professional services contract between Oakland Unified School District and Erika Bloom Services to be primarily provided to <u>Community Schools and Student Services</u> for the period of <u>September 2, 2014</u> through June 30, 2015
	Tor the period of <u>deptember 2, 2014</u> (fillough <u>date 50, 2010</u> .
Background A one paragraph explanation of why the consultant's services are needed.	According to the Surgeon General's report from 2000, one in five students will require mental health services at some point during their K-12 education. In Oakland we estimate the need to be even greater due to the high incidence serious violence in the community. To meet the behavioral health needs of our elementary students, an internship program was created nine years ago. By recruiting graduate students from local graduate schools and universities, the Mental Health Intern Program has served a cohort of seven elementary schools annually. Participating schools opt-in by covering the supervision costs of two interns per site. Under the direction of the Director of Behavioral Health Initiates, this program has expanded and will include a larger cohort of schools in 2014-2015. As such a second Supervisor is needed to meet the supervisor to intern ratio required by participating universities.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between District and Erika Bloom, Oakland, CA, for the latter to begin supervision of the six interns beginning the first week in September 2014 and conclude the second week of June 2015. She will provide one hour of weekly individual supervision for each of the six terns and will co-lead a two hour weekly group supervision meeting with the current OUSD Intern Supervisor. As time permits, Ms. Boom will also assist with mental health needs on the campuses in which her interns are placed, for the period of September 2, 2014 through June 30, 2015, in an amount not to exceed \$9,000.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Erika Bloom Services to be primarily provided to Community Schools and Student Services for the period of September 2, 2014 through June 30, 2015
Fiscal Impact	Funding resource name (please spell out) 0000/Behavioral Health
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Insurance Certification TB screening documentation Statement of qualifications

Board Office Use: Leg	islative File Info.
File ID Number	14-1895
Introduction Date	10-22-19
Enactment Number	14-1556
Enactment Date	10/22/14 0



PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Erika Bloom

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

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>September 2, 2014</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$84,100</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$84,100</u>, whichever is later. The work shall be completed no later than June 30, 2015
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <u>Nine Thousand</u>

Dollars (\$ 9,000.00) [per fiscal year], at an hourly billing rate not to exceed ______ per hour. This sum shall be for

full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,

labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None

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

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

 Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: <u>None</u>

which shall not exceed a total cost of \$0.00

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Rev. 6/2/2014 v1

Requisition No. R0150960

P.O. No.

OUSD Representative:	CONTRACTOR: Name: Erika Bloom							
Name: Barbara McClung								
Site /Dept.: Community Schools and Student Services	Title: Consultant							
Address: 746 Grand Ave.	Address: 4287 Piedmont Avenue, Suite 120							
Oakland, CA 94610	Oakland CA 94							
Phone: 273-1539	Phone: (415) 370-3185							
Email: barbara.mcclung@ousd.k12.ca.us	Email: rikibloom.mft@gmail.com							

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

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

9. Insurance:

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will
 provide OUSD with evidence of staff qualifications, which include:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

 Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education

Superintendent or Designee

Secretary, Board of Education

CONTRACTOR	
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Contractor Signature

Erika Bloom

Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: <u>19-1895</u> Introduction Date: <u>1012114</u> Enactment Number: <u>19-1866</u> Enactment Date: <u>10122119</u> By: Offer



Student PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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