

<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	13-2047
Introduction Date:	09/11/2013
Enactment Number:	13-1982
Enactment Date:	9/11/13 ds



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To:** Board of Education  
**From:** *Gary Yee Ed.D.*  
 Tony Smith, Ph.D., Superintendent  
**Board Meeting Date:** 09/11/2013  
**Subject:** Professional Service Contract  
**Contractor:** Alameda County Health Care Services Agency of San Leandro, C  
**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested:** Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided for the period of 07/01/2013 through 06/30/2014 to 922-COMPLEMENTARY LEARNING

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

As set forth in the Master Agreement between County of Alameda, Health Care Services Agency and the Family, School, and Community Partnerships Department, for the period of October 1, 2010 through September 30, 2015, Board approved Legislative File #11-0815, these entities will work together to provide oversight and operational support for and evaluation of the School-Based Health Centers. This contract contains no change to the scope of work of the Master Agreement and utilizes Kaiser funding to be allocated to the County of Alameda for the 2013-14 school year to support services provided under this Agreement.

**Discussion:**  
 (QUANTIFY what is being purchased.)

Approval by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to provide: Oversight of the School-Based Health Centers; medical, mental health, health education and youth development services at the SBHCs; and evaluation of the SBHCs for the period of July 1, 2013 to June 30, 2014 in an amount not to exceed \$492,813.

**Recommendation:** Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided for the period of 07/01/2013 through 06/30/2014 to 922-COMPLEMENTARY LEARNING

Board Office Use: Legislative File Info.	
File ID Number:	13-2047
Introduction Date:	09/11/2013
Enactment Number:	13-1982
Enactment Date:	9/11/13 OS



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Fiscal Impact:** Funding resources below not to exceed \$492,813.00

\$492,813.00 Kaiser Health&Wellness w/EBCF

**Attachments:** Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-2047
Introduction Date	09/11/2013
Enactment Number	13-1982
Enactment Date	9/11/13 <i>o2</i>



OAKLAND UNIFIED SCHOOL DISTRICT

### PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- 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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four hundred ninety two thousand eight hundred thirteen Dollars (\$492,813.00) [per fiscal year], at an hourly billing rate not to exceed NA 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: No Reimbursements

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:* NONE, which shall not exceed a total cost of \$0.00.

**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.

- 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:



Professional Services Contract

**OUSD Representative:**

Name: JOANNA LOCKE  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Ave  
Oakland, CA 94610  
Phone: 510-273-1578

**CONTRACTOR:**

Name: Alex Briscoe  
Title: CEO  
Address: 1000 San Leandro Blvd Suite 300  
San Leandro, CA 94577  
Phone: 510-618-3452

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.) 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.





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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 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.

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.epls.gov/eplsearch.do>)

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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

10/16/13  
Date

10/18/13  
Date

CONTRACTOR

Alex Briscoe  
Contractor eSignature

08/30/2013  
Date

Alex Briscoe, CEO  
Print Name, Title



### EXHIBIT "A" SCOPE OF WORK

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

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

These funds support the Associate Director, School & Community Health Services who contracts with and provides professional development to the community-based agencies that run our School-Based Health Centers (SBHCs). Funds also support our SBHCs, which provide a range of services including 1) case management and mental health counseling, 2) physical exams/sports physical, 3) diagnosis and treatment of minor illness, injury and medical conditions, 4) STD screening and treatment, health education for students and families (e.g. nutrition/physical fitness, adolescent development, sexual health), 5) youth development programs (e.g. peer health education, student research teams, youth advisory boards), 6) professional development for school staff, 7) outreach to youth and their families, 8) community-wide health promotion events and activities, and 9) referrals to health and social service providers on and offsite. Finally, these funds support the annual evaluation of our SBHCs, which ensures continuous improvement in access to and quality of the programs and services.

School-based health centers will increase access to medical, mental health, health education and youth development services. Additionally, SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from the school communities they serve and match students with needed support services, as well as conduct outreach to inform students, parents and staff about services and how to refer.

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

School-based health centers will increase access to medical, mental health, health education and youth development services. Additionally, SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from the school communities they serve an match students with needed support services, as well as conduct outreach to inform students, parents and staff about services and how to refer.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

- Item Number(s): Not Applicable  
No Restricted Funds

**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.





***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: JOANNA LOCKE**

**Contractor Name: Alex Briscoe**

**Business Name:**

**Contract Type: Standard**

**Anticipated Start Date: 07/01/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$492,813.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 08/30/2013**

**Fingerprint Waiver Status: Approved**

**Approval Date: 08/30/2013**

**TB Test Waiver Status: Approved**

**Approval Date: 08/30/2013**



August 2, 2013

As a large public agency with which the District has a long standing partnership, ACHCSA has never been required to submit a statement of qualifications. A summary of their agency's SOW is below:

Alameda County's Health Services Program is administered by the Health Care Services Agency and includes the following program areas: Behavioral Health Care, Public Health, Environmental Health, and Agency Administration/Indigent Health. The ultimate mission of Health Care Services Agency is to provide fully integrated health care services through a comprehensive network of public and private partnerships that ensure optimal health and well-being and respect the diversity of all residents.





August 2, 2013

As a large public agency with which the District has a long standing partnership, ACHCSA has never been required to submit a statement of qualifications. A summary of their agency's SOW is below:

Alameda County's Health Services Program is administered by the Health Care Services Agency and includes the following program areas: Behavioral Health Care, Public Health, Environmental Health, and Agency Administration/Indigent Health. The ultimate mission of Health Care Services Agency is to provide fully integrated health care services through a comprehensive network of public and private partnerships that ensure optimal health and well-being and respect the diversity of all residents.



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

**Certificate Holder:**

Oakland Unified School District  
746 Grand Avenue  
Oakland, CA 94610

**CERTIFICATE OF SELF-INSURANCE**

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

Types of Coverage	Self-Insured Limits
<b>General Liability</b> Personal injury, bodily injury, property damage, employment, environmental, errors and omissions	\$1,000,000 per occurrence
<b>Automobile Liability:</b> Vehicles owned, non-owned, hired	\$1,000,000 per occurrence
<b>Workers Compensation/Employers Liability</b>	WC: \$3 M SIR/Statutory EL: \$3M SIR/ \$5M
<b>Special Terms and Conditions</b> <ol style="list-style-type: none"><li>1. It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Alameda. That it does not permit any assumption of liability, which does not result from and that is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate.</li><li>2. This Agreement is between Alameda County and Oakland Unified School District to provide school based health centers. Oakland Unified School District, its officers, employees, volunteers or agents, are additional insured but only in connection with this agreement.</li><li>3. This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the County of Alameda, its officers, agents, employees or other persons under its direction and control.</li></ol>	

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

DATE ISSUED: August 7, 2013

CERTIFICATE EXPIRES: June 30, 2014(midnight)

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

Requesting Dept: C. Pena, HCSA