Board Office Use: Legislative File Info.

File ID Number 15-0345
Introduction Date 3 11 15
Enactment Number 15-0318
Enactment Date 3 11 15



	3/11/3	
Memo		
То	Board of Education	
From	Antwan Wilson, Superintendent	
Board Meeting Date (To be completed by Procurement)	3/11/15	
Subject	Professional Services Contract Amendment No1	
	Trumpet Behavioral Health	
	Community Schools and Student Services	(site/departmen
Action Requested	Approval by the Board of Education of Amendment No. Professional Services Contract between Oakland Unified Trumpet Behavioral Health primarily provided to Community Schools and Student Services	School District and Services to be
Background A one paragraph explanation of why an amendment is needed.	Trumpet Behavioral Health will provide Insights to Behavior, a technology base professional development to staff and individualized behavior support intervent behavior challenges. The focus will be to create capacity within District staff to within the general education classroom and thereby reduce the disproportional American students referred to SPED for emotional disturbance. The resources mandatory carve-out of PEC funding under the CEIS Significant Disproportional cost includes \$150,000.00 on-site local support staff (3 additional clinical behavill provide up to 5 full days of professional development for OUSD teaching stassistance and coaching throughout the contract period.	ed program for providing tions to students with positively support students te representation of African for this project reflect a ality sanctions. The annual vior coaches). The project
Discussion One paragraph summary of the amended scope of work.	Approval by the Board of Education of Amendment No. 1 of the Professional Service and Trumpet Behavioral Health, Pleasanton, CA, for the latter to provide Insights to program for providing professional development to all staff and individualized behaviorated supports of the supports of the supports of the supports of the support and will be utilized with general educated behavioral challenges; focus will be to create capacity within District staff to better settimely manner, while reducing inequitable referral practices impacting African Americans for student placements in non-public schools for the period of January 2, 2015 amount of \$150,000.00, increasing the agreement from \$400,000.00 to an amount in terms and conditions of the agreement remain in full force and effect.	Behavior, a technology base for support interventions to to Intervention (RtI) as a tion students presenting with erve students in a consistent can students as well as high through June 30, 1015, in the
Recommendation		School District and Services to be
	primarily provided to Community Schools and Student Services the period of January 2, 2015 through June 30, 2015	1
Fiscal Impact	Funding resource name (please spell out) 3312/GF-Restr-IDEA B Ea	
	not to exceed \$ 15	0,000.00
Attachments	 Contract Amendment 	

· Copy of original contract and any prior amendments

Board Office Use: Legislative File Info.					
File ID Number	15-0345				
Introduction Date	3/11/15				
Enactment Number	15-0318				
Enactment Date	5/11/15 01				



AMENDMENT NO. __1_ TO PROFESSIONAL SERVICES CONTRACT

		This Amendment is entered into between the Oakland Unified School District (OU	ISD) and
	(CONTRAC	TOR). OUSD entered into an Agreement with CONTRACTOR for services on <u>Jan</u> and the parties agree to amend that Agreement as follows:	uary 2, 2015,
1.	expected fina	The scope of work is <u>unchanged</u> . The scope of work has of work has changed: Provide brief description of revised scope of work included results, such as services, materials, products, and/or reports; attach additional pactope of work attached. OR The CONTRACTOR agrees to provide the following	ding measurable description of ages as necessary.
2.		The term of the contract is <u>unchanged</u> . The term of the contract term is extended by an additionalended expiration date is <u>June 30, 2015</u> .	
3.	If the comp	The contract price is <u>unchanged</u> . The contract price has the contract price is amended by Increase of \$ 150,000.00 to original contract amount Decrease of \$	changed. \$ 550,000.00
4 . 5 .	full force and effect Amendment Hi	visions: All other provisions of the Agreement, and prior Amendment(s) if any, ct as originally stated. story: e no previous amendments to this Agreement.	
	No. E	Oate General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$
	President, Board Superintendent Chief or Deputy	Chief Chris Miller, Managing Print Name, Title	1/6/15 Date
5	Secretary, Board of	Education Date P.O. No.	_

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.

Trumpet Behavioral Health will provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports OUSD's Tiered Behavioral Support Initiative and will be utilized with both general education students, as well as special education students. The focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies. The annual cost includes \$150,000 for on-site local support staff (3 additional clinical behavior coaches) and training/supervisory personnel.

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.

The Insights to Behavior program and services is designed to: 1) Reduce the number of referrals to special education for emotional disturbance by providing an early behavioral intervention tool and service; 2) increase teachers knowledge and practice in effectively addressing behavioral issues through evidence-based behavioral assessment and support plan development; and 3) reduce out of classroom referrals to office or suspension by creating behavioral support plans designed to help student success in the classroom. Schools implementing Insights to Behavior effectively with coaching will show a reduction in referrals of African Americans to Special Education for behavioral disruption.

3.		nent with District Strategic Plan: Indicate the goal that apply.)	als and visions supported by the services of this contract:				
		sure a high quality instructional core	☐ Prepare students for success in college and careers				
	_	velop social, emotional and physical health	Safe, healthy and supportive schools				
		eate equitable opportunities for learning	Accountable for quality				
	⊔ піў	gh quality and effective instruction	Full service community district				
4.	Alignn	nent with Community School Strategic Site Plar	- CSSSP (required if using State or Federal Funds):				
	Please select:						
	Numbe	er:					
		tion Item added as modification to Board Apsource Manager either electronically via email of so	proved CSSSP – Submit the following documents to the canned documents, fax or drop off.				
	a.	Relevant page of CSSSP with action item highligh modification date, school site name, both principal	nted. Page must include header with the word "Modified", il and school site council chair initials and date.				
	b.	b. Meeting announcement for meeting in which the CSSSP modification was approved.					
	C.	Minutes for meeting in which the CSSSP modifica	ation was approved indicating approval of the modification.				
	d.	Sign-in sheet for meeting in which the CSSSP mo	odification was approved.				

Legal - K999069.001 Rev. 9/17/14

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



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.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 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.
- 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 <u>original</u> Purchase Orde	When the	e contract	amendment	is approved,	Procurement v	vill add	additional	funds	to the	original	Purchase	Orde
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Attachment Checklist

New Total Contract Amount

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

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

\$ 550,000.00

of Hours

Contractor Information											
Contractor Name	Trumpet	Behavioral Health		Agend	•	Lar	ni Fritts				
OUSD Vendor ID#	1001214			Title Managing Director							
Street Address	5729 Sor	noma Drive, Suite	F	City	Plea	santon		State	CA	Zip	94588
Telephone	(925) 462-2281		Email (required)	lfritts.tb	h.com					
Compensation and Terms – Must be within the OUSD Billing Guidelines											
Original Contract Amount \$ 400,000.00 Original PO #		P1503069		New Requisition #		ion#	R0152798				
Amended Amount \$		\$ 150,000.00	Start Date	January 2, 204		End Date			June 30, 2015		

Pay Rate Per Hour

Resource #	Resource Name	Org K	Cey	(Object Code	Amount		
3312	GF-Restr-IDEA B	975331	2201		5825	\$ 150,000.00		
	Early Int				5825			
					5825			
	Α	pproval and Routing	(in order of appro	val steps)				
Additional services ncreased by Proc	s above original contract canno urement.	t be provided before the a	mendment is fully ap	proved and	the Purchase	Order amount has been		
Administra	tor / Manager (Originator)	Name Barbara McC	Clung	Phone	273-1539			
Site/Departr	ment (Name & #) Community S	rvices	Fax	273-1501				
Signature	PS COOLULE	Dat	e Approved	1-5-	15			
Resource M	Resource Manager, if using funds managed by:							
Scope of	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)							
Signature			Dat	e Approved				
Signature (if	using multiple restricted resources)		Dat	e Approved				
Network St	Network Superintendent/Deputy Network Superintendent							
3. Signature	Chile	Dat	e Approved	1/5	-/11			
Chiefs / De	puty Chiefs Consultant Aggre	egate Under Over\$84,			1	(' '		
4. Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work						, .		
Signature	Dun x	Mus	Dat	e Approved	2/13	3/15		
5. Superinten	dent, Board of Education Signature	gnature on the legal contr	act		,,	/		
Legal Required if	not using standard contract	Approved	Denied - Reason			Date		
Procurement	Date Received	-	PO Numbe	er				

Board Office Use: Le	egislative File Info.
File ID Number	14-1913
Introduction Date	10-8-14
Enactment Number	14-1748
Enactment Date	101×114 01



Memo

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

Subject

Professional Services Contract - Trumpet Behavioral Health

- Community Schools and Student Services

(site/department)

Action Requested

Approval of professional services contract between Oakland Unified School District and Trumpet Behavioral Health Services to

be primarily provided to Community Schools and Student Services

for the period of July 1, 2014 through June 30, 2015

Background

A one paragraph explanation of why the consultant's services are needed. Trumpet Behavioral Health will provide Insights to Behavior, a technology based program for providing professional development to staff and individualized behavior support interventions to students with behavior challenges. The focus will be to create capacity within District staff to positively support students within the general education classroom and thereby reduce the disproportionate representation of African American students referred to SPED for emotional disturbance. The resources for this project reflect a mandatory carve-out of PEC funding under the CEIS Significant Disproportionality sanctions. The annual cost includes \$400,000.00 on-site local support staff (3 full-time clinical behavior coaches and one half time trainer/supervisor-or the equivalent thereof). The project will provide up to 5 full days of professional development for OUSD staff, and ongoing technical assistance and coaching throughout the contract period.

Discussion One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between District and Trumpet Behavioral Health, Pleasanton, CA, for the latter to provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges; the program supports OUSD's adoption of Response to Intervention (RTI), multi-tiered framework for behavioral support and will be utilized with general education students presenting with behavioral challenges; focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing inequitable referral practices impacting African American students for the period of July 1, 2014 through June 30, 2015, in an amount not to exceed \$400,000.00.

Recommendation

Approval of professional services contract between Oakland Unified School District and Trumpet Behavioral Health . Services to be primarily provided to Community Schools and Student Services

____ through _June 30, 2015 for the period of July 1, 2014

Fiscal Impact

Funding resource name (please spell out) GF-Restr-IDEA B Early Int not to exceed \$ 400,000.00

Attachments

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

Board Office Use: Legi	slative File Info.
File ID Number	14-1913
Introduction Date	.10-8-14
Enactment Number	14-1748
Enactment Date	10/8/14 0/



	10/0/1.
	PROFESSIONAL SERVICES CONTRACT 2014-2015
Thi	s Agreement is entered into between_Trumpet Behavioral Health
the	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and impetent 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.
2.	Terms: CONTRACTOR shall commence work on July 1, 2014 , or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than June 30, 2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The
	compensation under this Contract shall not exceed Four Hundred Thousand
	Dollars (\$400,000.00 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: NA
	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.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: NA
	which shall not exceed a total cost of \$0.00
	which shall not exceed a total cost of
5.	CONTRACTOR Qualifications / Performance of Services:
	CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
6.	Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7.	Notices : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Requisition No. R0150949

P.O. No. _

OUSD Representative:	CONTRACTOR:						
Name: Barbara McClung	Name: Lani Fritts						
Site /Dept.: Community Schools and Student Services	Title: Managing Director						
Address: 746 Grand Ave.	Address: 5729 Sonoma Drive, Suite F						
Oakland, CA 94610	Pleasanton	CA	94588				
Phone: 273-1539	Phone: (925) 462-2281						
Email: barbara.mcclung@ousd.k12.ca.us	Email: kenton@tbh.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.
- iii. 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.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 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.

- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 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.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. 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	CONTRACTOR	1
	1.	1
President, Board of Education Superintendent or Designee ;	Contractor Signature	
Supermendent of Designee	Lani Fritts	Managing Director
Secretary, Board of Education	Print Name, Title	

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-1913
Introduction Date: 1018/14
Enactment Number: 14-1748
Enactment Date: 1018/14
Bv: 17-

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.

Trumpet Behavioral Health will provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports OUSD's Significant Disproportionality Plan for Special Education and it targeted to reduce the overrepresentation of African American children in special education referrals for emotional disturbance. The focus will be to school site staff to implement effective, positive behavior support plans while reducing the dependence on exclusionary models of support which inequitable impact African American students. The annual cost includes \$400,000 for on-site local support staff (3 full-time clinical behavior coaches and one.5 FTE trainer/supervisor-or the equivalent thereof).

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.

The Insights to Behavior program and services is designed to: 1) Reduce the number of referrals to special education for emotional disturbance by providing an early behavioral intervention tool and service; 2) increase teachers knowledge and practice in effectively addressing behavioral issues through evidence-based behavioral assessment and support plan development; and 3) reduce out of classroom referrals to office or suspension by creating behavioral support plans designed to help teachers effectively manage students in the classroom. Schools implementing Insights to Behavior effectively with coaching will show a reduction in referrals to SPED for emotional disturbance, repeated suspensions for African Americans, and fewer overall referrals of all students for expulsion.

	ment with District Strategic Plan: Indicate the g all that apply.)	poals and visions supported by the services of this contract:
☐ En	nsure a high quality instructional core	Prepare students for success in college and careers
■ De	evelop social, emotional and physical health	Safe, healthy and supportive schools
☐ Cr	eate equitable opportunities for learning	☐ Accountable for quality
☐ Hig	gh quality and effective instruction	Full service community district
□ A	ction Item added as modification to Board App	proved CSSSP - Submit the following documents to the Resource
M	lanager either electronically via email of scanned docu	iments, fax or drop off.
1.	Relevant page of CSSSP with action item highlight date, school site name, both principal and school s	ed. Page must include header with the word "Modified", modification ite council chair initials and date.
2.	Meeting announcement for meeting in which the C	SSSP modification was approved.
3.	Minutes for meeting in which the CSSSP modificati	ion was approved indicating approval of the modification.

Sign-in sheet for meeting in which the CSSSP modification was approved.

3.

4.

JASONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

PRO	DUCER				CONTACT		-				
The Murphy Insurance Group-Waukesha					NAME:						
W229 N1433 Westwood Drive #300					PHONE (A/C, No, Ext): (262) 549-0215 FAX (A/C, No): (262) 549-0216						
vval	ukesha, WI 53186				ADDRESS:			DING COVERAGE			
						-	NAIC#				
					INSURER A :						
INSU	JRED Trumpet Behavioral Health, L	LC d	ba (Quality Behavioral	INSURER B :						
	Outcomes				INSURER C :	-					
Patrick Sorensen 5729 Sonoma Drive, Suite F Pleasanton, CA 94566					INSURER D :						
					INSURER E :						
					INSURER F :						
				NUMBER:				REVISION NUMBER:			
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CERTIFICATE HOLDER					CANCELLATION						
					THE EX	KPIRATIO	N DATE TH	DESCRIBED POLICIES BE CAMEREOF, NOTICE WILL E			
Oakland Unified School District Contracts Administrator 900 High Street Oakland, CA 94601					AUTHORIZED REPRESENTATIVE						

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ACORD 25 (2014/01)



Background Checks and Fingerprinting Policy

Purpose

For the safety of our clients and team members, TBH conducts background checks on anyone representing TBH, who comes into contact with clients.

- TBH puts <u>Clients First</u> by ensuring our Team Members are properly screened prior to providing services
- TBH demonstrates Excellence by building a reputation of hiring the best people for the job
- TBH demonstrates Integrity as we are committed to the safety of our Team Members and Clients

Scope

Background checks are performed immediately upon hire, during the first week and while in training, on all TBH Team Members who work in the field or at locations where services are provided.

Policy

All applicable Team Members will be notified of the required background check and/or fingerprinting in their offer letter. Employment with TBH is contingent on satisfactory results of background check. Failure to disclose prior records on an application is grounds for Involuntary Dismissal. If results are unsatisfactory, the local director, with the assistance of human resources, will review and determine retention possibilities on a case by case basis.

In California, Team Member will:

- Receive task to sign the TBH Background Check and Fingerprinting Waiver, via Red Carpet
- · Receive event notice via Red Carpet indicating Certifix location search tool
- Go to Certifix location for background check and fingerprinting
 - If Certifix is more than 30 minutes from Team Member's home, the local office may arrange for a Certifix representative to come to the office and take fingerprints or for the Team Member to go to the local sheriff's office

In Hawaii, Team Member will:

- Receive task to sign the TBH Background Check and Fingerprinting Waiver, via Red Carpet
- Receive fingerprinting appointment, Field Printform and cashier check from SSM (if assigned to DOH clients)
 - Attend appointment with form and cashler check for fingerprinting (if assigned to DOH clients)
 - Receive additional background check via eCrim

In all other locations, Team Member will:

- · Receive task to sign the TBH Background Check and Fingerprinting Waiver, via Red Carpet
- · Receive national background check via Precise Hire

TBH will:

- Provide Team Member with all information required to complete Background Check and/or Fingerprinting process
- Cover all costs for Background Checks and Fingerprinting
- · Provide Team Member with a copy of their background check results

1-855-824-5669

Contact Us

Locations

Ast An Expert

Pay Your Bill



Safari Adventure Camp: Recreational Camp for Children with Special Needs

Description: Our Saferi Adventure Camp is a special needs. recreational summer camp that will help children with teaming differences build confidence and find success. Trumpet's...

EVIDENCE & OUTCOMES

Trumpet Sehevioral Health

06-09-2013 - This video went vise! recently, and we are repeatedly watching it like it's the first time. How adorable a duet is this? http://www.youlube.com/watch? v=2cC8sxAxoFM

36

06-09-2013 - A great resource on understanding a variety of learning

Trumpet Behavioral Health East Bay, California (Pleasanton)

5729 Sonoma Dr.

Suite F

Piessenton, CA, 94566

Phone: (925) 462-2281 eastbey@tbh.com

Announcements:

- . 8:00am-7:00nm M-F
- · Now accepting new clients
- · We are in-network with most insurance providers

For Scheduling/Info, please

contact easibay@tbh.com

Cough

Visit us on Facebook. Find Us on Facebook

About Our Services and Clinicians

Trumpet Behavioral Health Provides Leading ABA Therapy for Autism and Related Disorders for Femilies in the East Bay Area

We provide Applied Behavior Analysis treatment (ASA), consulting, education, and training for parents, educators, and healthcare professionals. Our highly skilled, passionate staff and Board Certified consultents work hard to provide the best possible outcomes.

We accept the following major health insurance plans for ABA Therapy for Autlem:

- Tricere
- · Aetna
- · Cigne
- . Blue Cross/Blue Shield
- · Humana LifeSync
- · We have steff to assist you with insurance questions
- >> Contact an Insurance Specialist

Our Services

In-home Intensive ABA Therapy for Autism and Related Disorders (Intervention Service up to Age 22)

- An in-home or community-based therapy service for children and adults with significant developments. delays and/or an Autism Spectrum Disorder. Therapy services are designed for each individual involving Applied Behavior Analysis
- Typical programs consists of 10 or more hours per week of therapy
- · Parent involvement and participation during all phases of the therapy program
- · Focus on promoting age-appropriate behavior and typical developmental progress
- · A combination of incidental, social, and structured teaching methods

Other Services include:

- In-Home Behavior Management Consultation
- · Assessment



ABA Therapy for Autism and Related Disorders East Bay, California | ABA Treatment | ... Page 2 of 3

- · Home or Community-Based Program Design
- · Behavior Plan Development
- · Parent Coaching and Support
- · Parent Education Programs
- Intensive Behavioral and Educational Support Services:
 - · Early Intervention Services (Evidence-based ABA): Language and Social Development
 - · Language Assessment, Program Design and Implementation
 - · Functional Communication Training
 - · Independent Living Skills
 - · Social Skills Programs
- · Insurance-Reimbursed Services including TRICARE (Military Family Services)

Supplementary Services

- · Behavior Consultation with school districts and families
- · Assistance accessing insurance funding for children with Autism Spectrum Disorder
- Presentations and training for family groups and other professionals on ABA Therapy for Autism and related disorders

Working with Educators on Behavioral Health

Trumpet Behavioral Health coordinates with schools to increase the efficacy of our behavior management programs for children and adolescents on the autism spectrum. Our team includes Board Certified Behavior Analysts (BCBAs) and other highly qualified professionals, who have been thoroughly screened for their clinical, technical and interpersonal skills. Our programs continually evolve to incorporate the latest and best practices in autism treatment

Our School-Based Services Include:

- · Functional Behavior Assessments (FBAs) and Functional Analysis Assessments (FAAs)
- · Program Design, Development, and Implementation
- Individualized Positive Behavioral Support Plans (PBSPs), Positive Behavioral Intervention Plans (PBIPs), and other Behavioral Strategies
- · Individualized Education Program (IEP) Development
- · Staff Training, Coaching, and Support
- · Program Monitoring and Evaluation
- · Team Building and Collaboration
- · Professional Workshops

Join our online community on Facebook

Our Staff

Rebecca Churchill Sterling

Rebecca is a Developmental Psychologist with 17 years of experience working with individuals with exceptional needs. Prior to moving to California, Rebecca worked as part of a multi-disciplinary assessment team at Children's National Medical Center. Rebecca's experience extends from providing early intervention services for infants and toddlers to providing residential and day treatment services for adult consumers. Before joining Trumpet, Rebecca served as an intervention specialist, research manager, teacher, and behavior consultant. One of her passions is embedding Applied Behavior Analysis within a developmental, multi-disciplinary framework. Her other ambitions include greater outreach to underserved communities and helping all individuals be successful in the least restrictive environment. Rebecca received her Ph.D. from George Washington University in Developmental Psychology with an emphasis in developmental disabilities and early child development.

Jessica Cooke

Senior Consultant

Jessica has worked in the field of Applied Behavior Analysis for over 10 years. After obtaining her Bachelor's degree in Psychology, she was introduced to the field of ABA while working with children with severe behavior challenges secondary to developmental disabilities. It was at this time Jessica felt she had found her calling. She continued to work in a variety of environments including in-home and group home settings, as well as various public and non-public schools as a Behavior Analyst, while she completed her Master's degree in Special Education with a concentration in Applied Behavior Analysis.

ABA Therapy for Autism and Related Disorders East Bay, California | ABA Treatment | ... Page 3 of 3

Jessica serves as a Senior Consultant in the Early Childhood division of Quality Behavioral Outcomes. She provides clinical direction to teams of consultants working with children ages 2 to 15. Jessica's responsibilities have included functional and skills assessments, consultation, staff training, data analysis, and program and curriculum development and implementation for early intervention, as well as intensive behavior and social skills programs.

Melody Tesler Senior Behavior Analyst

Melody began her work with children with Autism in 2000 while an undergraduate at Western Michigan University. After just a month into her first practicum she knew there was nothing she would love doing as much as she loved working with children with Autism. Since that first practicum Melody has worked with children and adults diagnosed with a vanety of developmental and intellectual disabilities. She has extensive experience working both in the home and school settings. Melody has experience in conducting a variety of functional and skills assessments, creating positive Behavior Support/intervention Plans, developing early intervention and social skills programs, conducting staff trainings and consulting with families and other team members. Melody received her Masters degree in Clinical Behavioral Psychology from Eastern Michigan University and has been a Board Certified Behavior Analyst since 2007.

California Department of Developmental Services

1-855-824-5669

Parents

In-Home Consultation

Navigator Program (Arizona)

Parent Education Program

Behavioral and Educational

Early Intervention Services
Language Assessment
Functional Communication
Training
Independent Living Skills
Social Skills Programs for Autum

TRICARE Military Family Services

Insurance Services



Safari Adventure Camp: Recreational Camp for Children with Special Needs

Description: Our Safari Adventure Camp is a special needs, recreational summer camp that will help children with learning differences build confidence and find success. Trumpet's.

EVIDENCE & OUTCOMES A Behavioral Services Blog

Behavioral and Educational Support Services for Autism

Applied Behavior Analysis (ABA) Autism Educational Support for Parents

The impact of autism often lingers long after childhood, People on the autism spectrum frequently face many challenges throughout their lifetime including difficulty with basic language or conversation skills, the ability to independently care for themselves, and social awareness and social skills. For both children and adults with autism, these skill deficits can negatively impact their quality of life. Fortunately, research has demonstrated that behaviorally based interventions, such as those advocated in Applied Behavior Analysis (ABA), can significantly improve life and social skills over time.

We offer support services for adolescents and adults on the autism spectrum as well as those with other developmental disabilities including Pervasive Developmental Disorder (PDD) and Asperger's disorder. In addition to our work with children on the autism spectrum, we also work with adults on the spectrum to help improve their social and behavioral skills.

At Trumpet Behavioral Health, we are dedicated to creating individualized, Applied Behavior Analysis (ABA) management programs that help people with autism lead richer lives. We also provide autism training for parents, teachers, and other caregivers and help them learn to implement autism treatment programs.

Our services include:

- · Early Intervention
- · Language Assessment
- · Functional Communication Training
- · Independent Living Skills
- · Social Skills Program

SAM Search Results List of records matching your search for :

Search Term: Trumpet* Behavioral* Health*
Record Status: Active

No Search Results

August 25, 2014 5:35 PM



Community Schools, Thriving Student PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

				Paris	Divont						-			
	Addi	tional directions and	related do		Direct e Schoo		ns Librar	v (http://i	ntranet.o	usd.k12.	ca.us)			
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us) Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement. Attachment Checklist For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. For All Consultants: Proof of negative tuberculosis status within past 4 years. For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) For All Consultants: Statement of qualifications (organization); or resume (individual consultant). For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)														
OUSD Staff Contact Emails about this contract should be sent to: (required) diane.warren@ousd.k12.ca.us														
Contractor Information														
Contractor Name Trumpet Behavioral Health						cy's Contact Lani Fritts								
	D Vendor ID :		un Cuita E		Title	Pleasant		naging Dire	94588					
	hone	5729 Sonoma Dri (925) 462-2281	ive, Suite F		City	(required)		tbh.com	1			94566		
			boon an C	ISD contractor?		-								
Contractor History Previously been an OUSD contractor? ■ Yes □ No Worked as an OUSD employee? □ Yes ■ No														
Compensation and Terms – Must be within the OUSD Billing Guidelines														
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Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Resource Name Org Key Object Code Amount														
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Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/)														
	Administrator / Manager (Originator) Name Barbara McClu					ing Phone				273-1539				
1.	Site / Depa		y Schools a	and Student Service	s	Fax				273-1501				
	Signature 1200 Colley &						Date Ap	pproved	8	158	14			
	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development X Family, Schools, and Community Partnerships										artnerships			
2.	Scope of w	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)												
	Signature Sco Celes Date Approved							pproved	1	128	114			
	Signature (if using multiple restricted resources) Date Approved							pproved		1	,			
	Regional Executive Officer													
3.	☐ Services described in the scope work align with needs of department or school site ☐ Consultant is qualified to provide services described in the scope of work													
	Signature Date Approved 0/29/14													
_	Deputy Superintendent Interactional Leader hip Deputy Superintendent Business Operations Consultant Aggregate Under [], Over []\$50,000										Over []\$50,000			
4.	Signature Date Approve													
5.	Superintend	ent, Board of Educat	ion Signatu	ire on the legal cont	ract									
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Procurement Date Received						PO Number								