

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-0902
Introduction Date	6-10-15
Enactment Number	15-0883
Enactment Date	6-10-15



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

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by Procurement) 6-10-15

**Subject** Professional Services Contract - LINCOLN CHILD CENTER  
- Oakland High School (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and LINCOLN CHILD CENTER. Services to be primarily provided to Oakland High School for the period of 9/1/2014 through 6/30/2015.

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

The OUSD RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan. Specific activities include hiring RJ Coordinators to support teachers in using restorative practices in the classroom, coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict, and to work with site administrators to use restorative discipline.

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

Professional services contract between the District and Lincoln Child Center to provide service as an OUSD RJ Coordinator. The consultant will provide services at Oakland High School, a VRP cohort school - under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. OUSD Community Schools, Student Services Department, Behavioral Health Unit, supports the implementation and expansion of a multi-tiered framework of restorative practices in at least 25 VRP schools. Professional development and coaching are essential to ensure that restorative practices are high quality, integrated with instruction, and culturally responsive. The RJ Coordinator will provide on-site support and technical assistance, and link RJ implementation at their site with the larger district effort. The consultant will provide professional development training on behalf of OUSD. The Consultant will serve in the capacity of RJ Coordinator for the period of August 1, 2014 through June 30, 2015, in an amount not to exceed \$15,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and LINCOLN CHILD CENTER. Services to be primarily provided to Oakland High School for the period of 9/1/2014 through 6/30/2015.

**Fiscal Impact** Funding resource name (please spell out) Title I not to exceed 15,000.00

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	15-0902
Introduction Date	6-10-15
Enactment Number	15-0883
Enactment Date	6-10-15



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

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between LINCOLN CHILD CENTER (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.
2. **Terms:** CONTRACTOR shall commence work on 9/1/2014, 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 6/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifteen Thousand Dollars and 00/100 Dollars (15,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

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

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by 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:* N/A, which shall not exceed a total cost of \_\_\_\_\_.

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

Professional Services Contract

**OUSD Representative:**

Name: Matin Abdel-Qawi, Principal  
Site /Dept.: Oakland High School  
Address: 1023 MacArthur Boulevard  
Oakland CA 94610  
Phone: (510) 874-3676  
Email: matin.abdel-qawi@ousd.k12.ca.us

**CONTRACTOR:**

Name: Allison Staulcup-Becwar  
Title: Chief Program Officer  
Address: 1266 14th Street  
Oakland CA 94607  
Phone: 510-273-4700  
Email: allisonstaulcup@lincolncc.org

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of 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.

Professional Services Contract

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

Professional Services Contract

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

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Enrico Hernandez  
Chief Financial Officer  
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0902  
Introduction Date: 6-10-15  
Enactment Number: 15-0883  
Enactment Date: 6-10-15  
By:

## 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.

The Consultant will provide direct on-site services for Oakland High School.

The Consultant will provide direct on-site services for a VRP cohort site RJ program by supporting teachers in the classroom as they implement restorative circles and have restorative conversations with students. The Consultant will train all adults working at the school site in restorative practices, and will provide professional development training on behalf of OUSD. The consultant will train and support RJ Youth leaders to conduct restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment. The consultant will prep and facilitate restorative family group conference circles for more serious offenses. The consultant will collect data and provide monthly reports of collected data to District Program Manager. Other duties include providing conflict resolution with the broader school community and working with administrators to use a restorative discipline matrix.

**Professional Services Contract**

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

Services procured through this contract will support the creation of a site-based tiered restorative practices framework designed to significantly lower suspensions, including suspensions for minor behaviors which should be more effectively managed in the classroom.

Restorative Justice education and practice is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools as evidenced in the California Healthy Kids Survey and aid in raising attendance and graduation rates .

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

- |                                                                                   |                                                                                         |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input checked="" 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 checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

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

Please select:

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

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

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

**Search Term : Lincoln\* Child\* Center\***  
**Record Status: Active**

<b>ENTITY</b>	LINCOLN-UINTA CHILD DEVELOPMENT ASSOCIATION	Status:Active
DUNS: 182449504	+4:	CAGE Code: 5JF1 DoDAAC:
Expiration Date: Jul 31, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1001 HWY 414 N City: MOUNTAIN VIEW ZIP Code: 82939-0000	State/Province: WYOMING Country: UNITED STATES	
<b>ENTITY</b>	LINCOLN AND LANCASTER COUNTY CHILD GUIDANCE CENTER, INC.	Status:Active
DUNS: 169871514	+4:	CAGE Code: 37WD7 DoDAAC:
Expiration Date: Feb 4, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2444 O ST City: LINCOLN ZIP Code: 68510-1125	State/Province: NEBRASKA Country: UNITED STATES	





## LINCOLN CHILD CENTER

*Lincoln Child Center enables vulnerable and emotionally troubled children and their families to lead independent and fulfilling lives*

### Statement of Qualifications

Lincoln Child Center was founded in 1883 as the region's first volunteer-run, non-sectarian, and integrated orphanage. As times and community needs evolved, Lincoln's commitment to vulnerable children remained strong. In 1951, Lincoln began serving abused, neglected and emotionally challenged children. Today, our primary goal is to end the cycle of poverty, community violence and mental health problems faced by child and families in the Bay Area. We focus many of our innovative programs on children and youth who experience significant traumas including physical or sexual abuse, pre-natal exposure to drugs and alcohol, domestic violence, or family instability resulting from poverty. Our work helps support families in keeping young people in school, and with family members while reducing the impact of these traumatic experiences.

Lincoln is a \$13.3 million dollar organization employing 166 staff within eleven community-based programs. Services are provided to children and youth in the educational, child welfare, behavioral health and juvenile justice systems. Community Based service sites are located in the cities of Oakland, Hayward and Pittsburg, California.

Across its programs, Lincoln serves approximately 4,000 youth and their families each year. Close to eighty percent of Lincoln's clients fall below the federal poverty line. Lincoln's goal is to address the needs of children before they drop out of school, enter foster care or reach juvenile detention. As a solution to community needs, Lincoln has designed programs that address trauma from community and family violence, generational poverty, the stigma for receiving mental health care and the limitations of a strained educational system.

#### **Lincoln's current programs include:**

- ***Kinship Support Services:*** Kinship provides case management and support services to relative caregivers of youth whose biological parents are unable to care for them. Kinship serves 350 families through support groups, respite care, tutoring, recreational activities, educational advocacy and referral to legal, social services, medical and mental health services.
- ***Conyes Academy:*** The Conyes Academy, an integrated nonpublic school and day treatment program, serves 50 special education students who require intensive education and mental health services.
- ***HOPE Program:*** LCC's Helping Open Pathways to Education (HOPE) provides mental health, case management, consultation and early intervention services to elementary, middle and high schools across Alameda and Contra Costa Counties.



## Lincoln Child Center

### Compliance Plan

### 2015

#### **Purpose Statement for the Compliance Plan**

Lincoln Child Center (Lincoln) is committed to providing high quality services to ensure the Agency's mission: Lincoln promotes the resiliency of children, youth and families impacted by poverty, trauma and other challenging socioeconomic circumstances, through coordinated mental health, education and family support services. The Compliance Plan aligns with the Agency's five (5) Principles of Care--Strengths-Based, Family-Centered, Best Practices, Team-Based and Integrated Care, and Early Intervention and Prevention--as well as Lincoln's six (6) Core Values--Integrity, Compassion, Respect, Excellence, Courage and Diversity.

Lincoln complies with all federal, state and county laws, rules, regulations and standards pertaining to the practice of mental health services, social services, youth development services, etc. This compliance includes the accurate claiming and coding of all services to any and all contractors and grantors for payment of services because a failure to do so would significantly impact Lincoln achieving its mission, practicing its principles and adhering to its values.

The Office of the Inspector General, Federal Department of Health and Human Services (heretofore referred to as the OIG in this document) has released guidelines regarding an effective Compliance Program for Individual and Small Group Physician Practices that have been adopted by Lincoln until a specific behavioral healthcare model is released. There are seven (7) fundamental elements of an effective compliance program as outlined by the OIG; they are included in this document with details as to how they are applied at Lincoln.

## **Elements of the Compliance Program**

- 1) Designation of compliance personnel
  - a. The Chief Operating Officer (COO) at Lincoln is the Compliance Officer.
  - b. The COO is a member of the Senior Management Team and reports to the Chief Executive Officer (CEO). The COO has a direct relationship with Board members to mitigate conflict of interest possibilities in reporting potential fraudulent and/or concerning acts within Lincoln.
  - c. The Quality Assurance (QA) Department under the direction of the COO monitors the process for the claiming and coding of Medi-Cal services. Additionally, the QA Department assigns access levels and permissions to the Client Database and monitors that the access to client information is based solely on job function. There is an itemized budget for this department as well as a Compliance line item to ensure required resources to maintain compliance activities.
  - d. The Research and Evaluation Department under the direction of the Senior Director of Research and Evaluation reviews all Agency incident reports and evaluates with program personnel the effectiveness of rendered services. There is an itemized budget for this department to ensure required resources to maintain compliance activities.
  - e. The Information Technologies (IT) Department under the direction of the IT Director monitors the access and use of Agency electronic devices. There is an itemized budget for this department as well as a Compliance line item to ensure the required resources to maintain compliance activities.
  - f. The Finance Department under the direction of the Chief Financial Officer works collaboratively with the Human Resources Department and the Senior Management Team to implement and monitor all Agency contracts pursuant to funding for service delivery and payment of services to vendors and contractors based on Federal, State and County laws and regulations. There is an itemized budget for this department to ensure required resources to maintain compliance activities.
- 2) Implementation of written policies, procedures and standards of conduct.
  - a. Lincoln maintains and implements a Standards of Conduct Policy presented to and signed by all new employees upon hire. The Standards of Conduct Policy is reviewed at least annually with all personnel by Lincoln's Program and Department Directors.
  - b. Lincoln maintains a Fraud and Whistleblower Policy and Reporting Suspected Fraudulent Activities Procedures which includes a non-retaliation clause.
  - c. Lincoln maintains a Harassment Free Workplace Policy presented to all employees upon hire.
  - d. Lincoln maintains an Acceptable Use Policy for all devices that access and/or hold electronic information presented to all employees upon hire.
  - e. Lincoln maintains policies and procedures regarding all Agency operations and provision of service, including but not limited to: ethics and rights, human resources, confidentiality (including HIPAA), client care, etc.

- f. Policies are reviewed and approved by the Board at least every two (2) years or when necessary (change in the law or Agency philosophy). Procedures are created when needed and revised every two (2) years or when warranted due to a change in practice.
  - g. All of Lincoln's policies and procedures are held electronically on Lincoln's employee intranet and discussed in quarterly All Management Meetings.
- 3) Training and education of compliance expectations
- a. Each employee is oriented to Lincoln within 90 days of hire in a 7 day training. The orientation training includes HIPAA, Incident Reporting, Mandated Reporting, Documentation Standards, Ethical Practices, Security of Electronic Information, etc.
  - b. Each employee receives a personnel manual that outlines professional expectations.
  - c. Each Program and Department trains new employees in basic job expectations as defined by the program and department.
  - d. Ongoing training is provided through the Training Department.
  - e. Each employee receives bi-monthly supervision, at minimum, in which performance concerns including any potential concerns of misconduct or lack of compliance with the Compliance Program is addressed.
  - f. Each employee is trained in the laws and regulations pertaining to sexual harassment upon hire or shortly thereafter. In addition, all supervisory staff receives training every two (2) years in compliance with AB1825 pertaining to their obligations of reporting and investigating allegations of any unlawful harassment.
- 4) Open and Effective Communication
- a. Lincoln provides a locked box in which staff may place any concerns pertaining to compliance activities by any employee or employees at Lincoln; the Compliance Officer and the CEO hold keys to the box which the Compliance Officer checks routinely and logs in a binder held in a locking cabinet within a locked office.
  - b. Lincoln maintains a Compliance Reporting Hotline with a discrete phone number. The line is password protected; the Compliance Officer holds the password and checks the line routinely and documents all messages in a binder maintained in a locking cabinet in a locked office.
- 5) Internal reviews and monitoring
- a. Documents supporting the coding and claiming of services are reviewed by licensed clinical personnel before claims submission.
  - b. Quality reviews by clinical personnel occur at intake as well as on authorization cycles of either six (6) or twelve (12) months and within 30 days of discharge. Concerns are noted and tracked by QA personnel and forwarded to Program Directors and Managers for correction.
  - c. QA personnel reconcile claims submitted against services provided on a monthly as well as annual basis to mitigate duplicate or otherwise erroneous entries.
  - d. Finance personnel review invoices to validate claims before submission for payment.

- e. Finance personnel track and monitor accounts receivable and accounts payable pursuant to Generally Accepted Accounting Principles.
  - f. Lincoln enlists an external auditor to provide an annual audit to establish that the Agency maintains integrity in its financial processes. The findings of this audit are presented to the Audit Committee and the Board of Directors.
  - g. IT personnel control access to the IT environment through Microsoft Active Directory; network security is maintained through a 3-tiered architecture. Each layer is segregated from others and is treated independently from a security, management and monitoring standpoint.
  - h. IT personnel audit user accounts and access levels, network devices, servers, PC's and laptops for compliance on either a quarterly or annual basis.
  - i. Human Resources personnel screen employees and contractors for exclusions before hire and monthly thereafter. Lincoln uses a third party compliance subscription—currently EPStaffCheck by YEI Healthcare—for monthly checks which includes the following databases: Office Of Foreign Assets Control - Specially Designated Nationals, Office Of Inspector General - Most Wanted Fugitives, Office Of Inspector General - List of Excluded Individuals/Entities (OIG LEIE) and System for Award Management (SAM) - Formerly the GSA EPLS.
  - j. Board Finance, Human Resources and Program Quality and Compliance Committees review and monitor risk management issues at least quarterly.
- 6) Enforcement of standards through disciplinary action
- a. Standards of Conduct Policy is in place, signed by all entering employees. Policy is also posted on Lincoln's intranet.
  - b. Fraud & Whistleblower Policy is in place and posted in a visible place and on Lincoln's intranet.
  - c. Basic job and Agency expectations are detailed in Employee Handbook Tenets of progressive discipline are followed throughout Lincoln for both bargaining unit members and non-bargaining unit employees.
- 7) Prompt response to concerns
- a. Complaint line and box are routinely checked by the Compliance Officer—a log is kept for each act of monitoring.
  - b. Investigations into complaints will be completed by an Investigation Team comprised of two (2) persons. The Compliance Officer and the Senior Management Team member least impacted by the investigation (and therefore most impartial) will conduct the investigation and report findings to the CEO. If the CEO is implicated in the complaint, the Investigation Team will report findings to the Board of Directors.
  - c. Documentation concerns are noted in Lincoln's Internal and External UR process. The QA Manager compiles a monthly report sent to Program Managers and Directors for correction. If the correction includes erroneous claims submission, the Program Manager or Director will alert the COO and Chief Program Officer (CPO) who will ensure the claims are removed from the County and State claiming systems.

- d. Investigations that identify systems failure will result in changes in policies and/or procedures, re-training of staff to new systems and increased monitoring and auditing of claimed services.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
2/18/15

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 the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 925-934-8500      FAX (A/C, No): 925-934-8278		
	<b>EMAIL ADDRESS:</b>		
<b>INSURED</b> Lincoln Child Center 1266 14 <sup>th</sup> Street Oakland, CA 94607	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Nonprofits' Insurance Alliance of CA		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		201510868NPO	2/15/2015	2/15/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
	GENTL. AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY			201610668NPO	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			201510868NPO	2/15/2015	2/15/2016	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB						AGGREGATE	\$10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY			201510868NPO	2/15/2015	2/15/2016	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured, Oakland High School is named as additional insured on the General Liability policy if required by written contract per attached endorsement.

**CERTIFICATE HOLDER**

**CANCELLATION**

Oakland High School  
1023 MacArthur Blvd.  
Oakland, CA 94610

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





## PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

### Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist  For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) [matin.abdel-qawi@ousd.k12.ca.us](mailto:matin.abdel-qawi@ousd.k12.ca.us)

### Contractor Information

Contractor Name	LINCOLN CHILD CENTER	Agency's Contact	Allison Staulcup-Becwar				
OUSD Vendor ID #	I003181	Title	Chief Program Officer				
Street Address	1266 14th Street	City	Oakland	State	CA	Zip	94607
Telephone	510-273-4700	Email (required)	allisonstaulcup@lincolncc.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

Anticipated start date	9/1/2014	Date work will end	6/30/2015	Other Expenses	
Pay Rate Per Hour (required)	FLAT RATE	Number of Hours (required)			

### Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title I	3044850101	5825	\$ 15,000.00
			5825	
			5825	
Requisition No. (required)	R0154233	Total Contract Amount	\$ 15,000.00	

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

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

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

1.	<b>Administrator / Manager</b> (Originator)	Name	Matin Abdel-Qawi, Principal	Phone	(510) 874-3676
	Site/Department (Name & #)	Oakland High School		Fax	(510) 874-3675
	Signature	<i>Matin Abdel-Qawi</i>		Date Approved	4/21/15
2.	<b>Resource Manager</b> , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature	<i>Susan Jones</i>		Date Approved	4/24/15
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>W. J. ...</i>		Date Approved	4/24/15
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>...</i>		Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number	P1508833		