

File ID Number	14-0777
Introduction Date	11-5-14
Enactment Number	14-1938
Enactment Date	11-19-14
By	OA



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

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

November 5, 2014

To: Board of Education  
From: Antwan Wilson, Superintendent  
Subject: **District Submitting Amendment No. 1, Grant Agreement**

**ACTION REQUESTED:**

Approval and support by the Board of Education of a Grant Amendment Agreement, Legislative File #12-2834, Enactment #12-2846, for OUSD schools for fiscal year 2012-2015 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant Amendment Agreement for OUSD schools for the 2012-2015 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-0777	Yes	Grant	Oakland Unified School District, Family, School, and Community Partnerships Department	This amendment is to correct the grant term from 2012-2013 to 2012-2015 to provide funds to support OUSD Juvenile Justice Center (JJC) Program Manager to facilitate the return of students exiting the Juvenile Justice Center into an Oakland Unified School District education site and refer eligible youth to Case Management Services for a positive connection to school and positive community adjustment.	July 1, 2012 - June 30, 2015	City of Oakland, Measure Y: The Violence Prevention and Public Safety Act	\$80,000 per fiscal year

**DISCUSSION:**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant agreement for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued \$80,000.00 per fiscal year

**RECOMMENDATION:**

Approval and support by the Board of Education of a Grant Amendment Agreement for OUSD schools for fiscal year 2012-2015 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Face Sheet

Grant Award Letter, City of Oakland, Department of Human Services

Original Grant Agreement, Legislative File #12-2834, Enactment #12-2846

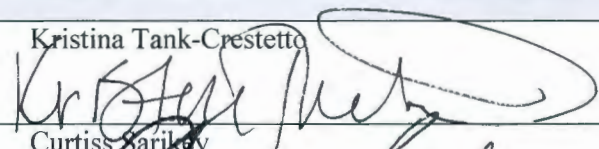
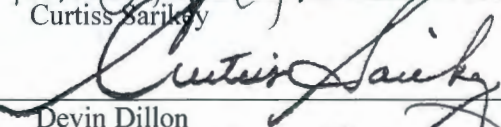

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Measure Y: The Violence Prevention and Public Safety Act	<b>Funding Cycle Dates:</b> July 1, 2012 – June 30, 2015
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Kristina Tank-Crestetto Oakland Unified School District Community Schools and Student Services Department 746 Grand Avenue Oakland, CA 94610	<b>Grant Amount for Full Funding Cycle:</b> \$80,000.00, per fiscal year
<b>Funding Agency:</b> Priya Jagannathan, Interim Manager Oakland Unite Violence Prevention Programs City of Oakland Department of Human Services 150 Frank Ogawa Plaza, Suite 4340 Oakland, CA 94612 (510) 893-4374 Email: <a href="mailto:MeasureYAdmin@oaklandnet.com">MeasureYAdmin@oaklandnet.com</a> <a href="http://www.oaklandunite.org">www.oaklandunite.org</a>	<b>Grant Focus:</b> Support for the transition for high needs students.
<b>List all School(s) or Department(s) to be Served:</b> All Schools within the Oakland Unified School District	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	A process to ensure a warm transition will be well defined to support students exiting from the Juvenile Justice Center (JJC). Before exiting the JJC, students will meet with personnel to develop an educational plan that are aligned to academic standards. Students will be assigned an appropriate case manager to support the social emotional needs of the student and the academic plans.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	City of Oakland, through the Measure Y Program, will facilitate an data collection structure for the Program Manager to input client and program data electronically on a regular bases and submit automated invoices and progress reports electronically. Measure Y will partners with an outside evaluator, including but not limited to site visits, surveys, assessments and interviews to evaluate the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Personnel in the Community Schools and Student Services Department (CSSS) to facilitate and fine tune a process to place students exiting the JJC in an Oakland Unified School District educational site and refer eligible youth to Case Management Services.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?  (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

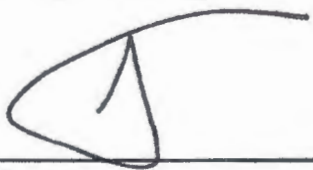
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email.)	Kristina Tank-Crestetto, Director, Social Emotion Learning & Leadership Community Schools and Student Services 746 Grand Avenue Oakland, CA 94610 (510) 273-1500 Email: <a href="mailto:Kristina.Tank-Crestetto@ousd.k12.ca.us">Kristina.Tank-Crestetto@ousd.k12.ca.us</a>
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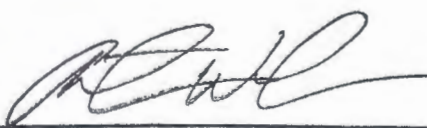
**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Kristina Tank-Crestetto		
Deputy Chief	Curtiss Sarikoy		
Chief Academic Officer	Devin Dillon		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Anton Wilson		

  
 \_\_\_\_\_ 11/20/14  
 David Kakishiba  
 President, Board of Education

  
 \_\_\_\_\_ 11/20/14  
 Antwan Wilson  
 Secretary, Board of Education

File ID Number: 14-0777  
 Introduction Date: 11-19-14  
 Enactment Number: 14-1938  
 Enactment Date: 11/19/14  
 By: os



150 Frank Ogawa Plaza, Suite 4340, Oakland, CA 94612  
www.OaklandUnite.org

May 6, 2013

To Whom It May Concern:

The Department of Human Services (DHS) is writing this letter to indicate our support of Oakland Unified School District (OUSD)'s Program Manager to work with youth in the Alameda County Juvenile Justice Center (JJC). Oakland City Council approved three-year funding in the amount of \$80,000 per fiscal year (FY 2012-15) to support this position for the through the City's *Measure Y: The Violence Prevention and Public Safety Act*. The position works with the City of Oakland's Juvenile Justice Center/OUSD Wraparound Strategy, a partnership between the City of Oakland, OUSD, Alameda County Probation, and Alameda County Health Care Services. The goal of this partnership is to assist youth with a positive connection to school and positive community adjustment upon exiting the JJC. Oakland Unite's specific goal is to reduce the incidence of violence among youth and young adults.

The program is reviewed annually by City Council. This position is a critical component to the strategy. Pending continued high performance by OUSD, DHS fully intends to recommend to City Council the continuation of these funds. We look forward to our continued partnership in this area.

Sincerely,

A handwritten signature in black ink, appearing to read "Priya Jagannathan". The signature is written in a cursive style with a long, sweeping underline.

Priya Jagannathan  
Interim Manager, Oakland Unite Violence Prevention Programs  
Department of Human Services

File ID Number	12-2834
Introduction Date	11/14/12
Enactment Number	12-2846
Enactment Date	11-14-12
By	



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

November 14, 2012

To: Board of Education

From: Tony Smith, Superintendent  
 Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action  
 Curtiss Sarikey, Associate Superintendent of Family, School, and Community Partnerships Department  
 Kristina Tank-Crestetto, Director, Social Emotional Learning & Leadership

Subject: District Submitting Grant Agreement

**ACTION REQUESTED:**

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal years 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2012-2013 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
12-2834	Yes	Grant	Oakland Unified School District, Family, School, and Community Partnerships Department	The grant will provide funds to support OUSD JJC Program manager position to facilitate the return of students exiting the Juvenile Justice Center in an Oakland Unified School District educational site and refer eligible youth to Case Management Services.	July 1, 2012 - June 30, 2013	City of Oakland, Measure Y	\$80,000.00

**DISCUSSION:**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant agreement for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$80,000.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal year 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Agreement

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Measure Y	<b>Funding Cycle Dates:</b> July 1, 2012-June 30, 2013
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Oakland Unified School District 1025 2 <sup>nd</sup> Avenue Oakland, CA 94606	<b>Grant Amount for Full Funding Cycle:</b> \$80,000.00
<b>Funding Agency:</b> City of Oakland Measure Y	<b>Grant Focus:</b> Support for Transitions for High Needs Students
<b>List all School(s) or Department(s) to be Served:</b> All Schools within Oakland Unified School District	

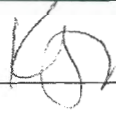

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	A process to ensure a warm transition will be well defined to support students exiting from the Juvenile Justice Center. Before exiting the JJC students will meet with personnel to develop an educational plan that are aligned to academic standards. Students will be assigned an appropriate case manager to support the social emotional needs of the student and the academic plans.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	City of Oakland, through the Measure Y program, will facilitate a data collection structure for the Program Manager to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Measure Y will partner with an outside evaluator, including but not limited to site visits, surveys, assessments and interviews to evaluate the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Personnel in FSCP to facilitate and fine tune a process to place students exiting the Juvenile Justice Center in an Oakland Unified School District educational site and refer eligible youth to Case Management Services
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 4.57% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Kristina Tank-Crestetto Family, School and Community Partnerships Department 746 Grand Avenue Oakland, CA 94606 (510) 273-1526 Kristina.Crestetto@ousd.k12.ca.us



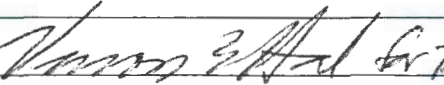
Principal

Department Head

(e.g. for school day programs or for extended day and student support activities)

Kristina Tank-Crestetto   10/24/12

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		

**GRANT AGREEMENT  
BETWEEN THE CITY OF OAKLAND  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT**

Whereas, the City of Oakland wishes to enter into a grant agreement with **Oakland Unified School District (OUSD)** for a **Measure Y Grant**, said funds to be used for the (OUSD/Juvenile Justice Center Manager); and

Whereas, Grantee has submitted an application for said funds to the City to obtain funding for Grantee's community-related programs and activities provided in Oakland; and

Whereas, the City Council, pursuant to City of Oakland Resolution **No 83895 C.M.S.**, has granted funds to the Grantee to fund its community-related programs and activities as specified herein; and

Whereas the City Council has authorized the City Administrator to enter into this grant agreement if the mandates of Oakland City Charter Section 902(e) have been met;

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **July 1, 2012** between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Oakland Unified School District**, ("Grantee")

2. Scope of Work

Grantee agrees to perform the community-related work, services or activities ("Work") set forth in **Scope of Work** attached to this Agreement and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Scope of Work** includes the manner of payment.

Grantee must prove the eligibility of each Measure Y participant before requesting payment from Measure Y. Failure to provide eligibility or placement information as required on Measure Y participants can result in non-reimbursement for services rendered.

3. Time of Performance

The grant term shall begin on July 1, 2012, and shall end on June 30, 2013. The City has the option, upon City Council approval, to renew this agreement for two-year terms thereafter.

4. Grant Funding and Method of Payment

The total amount paid to the Grantee pursuant to this Agreement shall not exceed the sum of **Eighty Thousand Dollars (\$80,000)**. Grantee will be paid upon completion of the Work set forth in the Scope of Work. Consistent with Grantee's proposed budget, payments will be made in the amounts or at the rates stated in Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee. Payments shall be due upon completion of each Scope of Work or as otherwise specified in the "Payment Schedule" set forth in **Scope of Work** and Budget at which time Grantee shall submit an invoice via the City Span database. Invoices shall state a description of the Work Completed, itemized costs, fees and expenses and the amount due. The Project Administrator will verify and approve requisitions and required supporting data for accuracy and program compliance.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of **\$16,000** (20% of total grant amount). The advance will be offset against the payments to the Grantee. Upon termination of this Agreement, the Grantee must repay the full amount of the advance not recovered by the City over the contract period.

The documents submitted for all payments via the CitySpan database and other collateral materials when necessary shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Measure Y funding. The payment may be recouped in subsequent quarters during the grant agreement period or prior to the conclusion of the grant agreement if the deliverables have been met by that time.

In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty (20) percent of the total annual project amount. Failure to secure at least a twenty (20) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty (20) percent reduction in the total amount of the grant paid to Grantee.

The City shall have the right, but not the obligation, to make disbursements directly to contractors, fiscal partners or other third parties performing work for this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to contractors, fiscal partners or other parties performing work under this Agreement.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within sixty (60) days following the completion or termination of the Agreement. No claims submitted after the sixty day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by the Grantee and not reported to the City within the sixty (60) day period become the sole liability of the Grantee and the City is relieved of any and all responsibilities.

Grantee agrees that if a court finds that if this grant or the funding for this grant by the Violence Prevention and Public Safety Act of 2004 (Measure Y) is found void or illegal, Grantee shall return all unexpended funds to the City.

5. Evaluation and Monitoring

Grantee agrees to comply with data requests from the Measure Y outside evaluation provider as well as from the Measure Y internal evaluator from the City Administrator's Office. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee will be required to sign a Memorandum of Understanding with CitySpan, Inc. to use their data base for the purposes described above. Grantee is required to have all clients sign a Release of Information Form stating that the client gives permission for the Grantee to input their information into the data base.

Grantee agrees to allow City of Oakland staff complete a site visit at least once (1) annually to visually observe Measure Y programs in operation (when appropriate), provide documentation related to the financial health of the overall organization and the appropriation of Measure Y program funds, and to review documents related to the program management (such as case files) of the Measure Y program and the overall organization. If it is appropriate, City of Oakland staff may make unannounced visits to observe Measure Y programs in operation.

Grantee is required to have every enrolled client (and their parent, guardian, or other legally authorized representative if a minor) sign a Release of Information Form giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

Grantee agrees to participate and assist in all evaluation activities prescribed by the Measure Y outside evaluator, including but not limited to site visits, surveys, assessments, interviews, and quarterly evaluation meetings. Grantee agrees to communicate with Measure Y outside evaluator in a timely fashion.

6. Audit

Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements to said funding source.

7. Title of Property

Title to all property, real and personal, acquired by the Grantee from City funds, shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. For the purposes of this Agreement, "City funds" includes federal, state, local or City funds disbursed hereunder, but excludes Pay-go grant funds. Grantee acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of this Agreement. The Grantee shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same.

In the case of lost or stolen items or equipment, the Grantee shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Grantee shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. *Surplus supplies and equipment – Disposal or Destruction.*

8. Ownership of Results

Any interest of Grantee or its Subgrantees, in specifications, studies, reports, memoranda, computation documents prepared by Grantee or its Subgrantees in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

9. Copyright

Grantee shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

10. Publicity

Any publicity generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:

**Editorial Placements**

Any and all editorial stories that relate directly to the project funded pursuant to this Agreement must include the following statement: "Our violence prevention program is made possible through a grant from the City of Oakland's Measure Y Initiative." Further, if said editorial placement includes your organization's logo, it must also include the City of Oakland's Measure Y logo.

**Broadcast Interviews**

Any and all on-air interviews that speak to the project funded by this Agreement, during the interview Grantee must acknowledge and state that the organization's program is funded by the City of Oakland's Measure Y Initiative.

**Marketing Material**

The Measure Y logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to, flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

**Displays and Branding**

A Measure Y poster, provided by the City of Oakland, must be displayed at locations where services made possible by Measure Y funds are provided.

City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

11. Partnerships

Grantee agrees to collaborate with the Oakland Police Department (OPD) by attending police briefings to inform OPD about their Measure Y program(s) and agrees to attend meetings with OPD to inform community members about their Measure Y program(s) at the request of the City of Oakland, Department of Human Services staff.

Grantee shall attend at least the number of Neighborhood Crime Prevention Council (NCPC) meeting specified in Scope of Work. The purpose of attending NCPC meetings is to inform Oakland residents about their program. Grantee will contact the Neighborhood Services Division of the City of Oakland's City Administrator's Office to find out the time and location of the NCPC meetings in the neighborhoods they serve and of the NCPCs that have been assigned to them by the City of Oakland staff. The Grantee will communicate with the Neighborhood Services Coordinators in charge of

coordinating those meetings about making a presentation to the NCPCs prior to attending the meeting to ensure they are placed on the agenda.

12. Criminal History Verification

Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working directly with Measure Y participants under the age of 18 hired or volunteering after July 1, 2012:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local California State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local California State Police office for an criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive (such as LiveScan) as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with youth under the age of 18.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

For grantees receiving funds for Oakland Street Outreach and/or the Juvenile Justice Wraparound program strategy(s), Grantee agrees to the policies and procedures for hiring in the Measure Y Grantee Manual.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with Measure Y participants under the age of 18.

13. Assignment

Grantee shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in Insurance Requirements. Insurance Requirements is attached hereto as Schedule Q and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
  - (v) Unauthorized use or disclosure by Grantee of confidential information and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, contractors, and subgrantees.
- c. City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Grantee fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of City.



- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Grantee by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to the payment of the grant to Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Grantee by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Grantee.

17. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving thirty calendar days' written notice to Grantee.

18. Termination for Lack of Appropriation

City's obligations under this Agreement are contingent upon continued *receipt of revenues through Measure Y: Violence Prevention and Public Safety Act of 2004 or other funds or other identified sources*. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if City Council withdraws grant funding or funding otherwise becomes unavailable for the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notice" section of this Agreement.

19. Agents/Brokers

Grantee warrants that Grantee has not employed or retained any contractor, agent, company or person other than bona fide, full-time employees of Grantee working solely for Grantee, to solicit or secure this Agreement, and that Grantee has not paid or agreed to pay any contractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

20. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Grantee.
- c. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- d. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information

it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- e. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- f. Grantee shall incorporate or cause to be incorporated into all contracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

21. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. Grantee and Grantee's Subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing "Declaration of Compliance with the Americans with Disabilities Act," attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all grant agreements \$50,000 or more. Grantees shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be wholly satisfied by a certified local Grantee or may be satisfied by a certified, local and/or small local for profit or non-profit sub-consultant(s). For profit or nonprofit entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement.
- b. *Good Faith Effort*-In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* – Upon satisfying the twenty percent requirement, a Grantee will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.

- e. *The Exit Report and Affidavit (ERA)* – This report declares the level of participation achieved and will be used to calculate banked credits. The Grantee must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE contractor and submitted to the City Administrator’s Office of Contract Compliance & Employment Services along with a *copy* of the final progress payment application.
- f. *Joint Venture and Mentor Protégé Agreements.* If a Grantee is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- g. Grantee shall submit information concerning its board, officer and workforce composition (nonprofit organizations) or ownership and workforce composition (for-profit organizations), as well as its contractors and suppliers, by completing Business Forms (ADA Compliance Declaration, Living Wage Compliance Declaration, Ownership, Ethnicity and Gender Questionnaire, Pending Dispute Disclosure, EBO Certificate, Campaign Contribution Form, Nuclear Free Zone and a Notarized Affidavit of Non-Disciplinary or Investigatory Action) attached hereto and incorporated herein.
- h. All affirmative action efforts of Grantee are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Grantees are required to provide data regarding the make-up of their contractors and agents who will perform Work under City grant agreements, including the race and gender of each employee and/or members of a nonprofit board and officers or for-profit owner’s job titles or functions and the methodology used by Grantee to hire or contractors or suppliers.
- i. In recruitment of contractors, the City of Oakland requires all Grantees to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In recruitment, hiring and retention of employees or contractors, the City of Oakland requires all Grantees to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

23. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 during any twelve month period, then Grantee must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Grantees of the City and employees of CFARs (OMC Chap. 2.28). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule N Declaration of Compliance - Living Wage Ordinance and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1<sup>st</sup> of each year, grantee shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.

- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require contractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

24. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (OMC § 2.32.010)

The following Grantees are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" as define in Section 2.32.020 with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Grantee's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of any contract or Grantee

The Equal Benefits Ordinance requires among other things, submission of the Equal Benefits – Declaration of Nondiscrimination attached hereto and incorporated herein .

25. Dispute Disclosure

Grantees are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Grantee agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

26. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Grantees that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Grantee must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto.

27. Nuclear Free Zone Disclosure

Grantee represents, pursuant to "Nuclear Free Zone Disclosure Form", that Grantee is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete the Nuclear Free Zone Disclosure Form attached hereto.

28. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging



in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

29. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

30. Business Tax Certificate

Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

31. Governing Law

This Agreement shall be governed by the laws of the State of California.

32. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to Grantee as follows:

(City of Oakland)

Sara Bedford, Interim Director  
City of Oakland  
Department of Human Services  
150 Frank H. Ogawa Plaza, Suite 4340  
Oakland, CA 94612-2092

(Grantee)

Kristina Tank-Crestetto  
Oakland Unified School District  
1025 Second Avenue  
Oakland, California 94606

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

33. Validity of Agreement

This Agreement shall not be binding or of any force or effect until: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title

2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the this grant and contains all of the representations, covenants and agreements between the parties with respect to the scope of work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

35. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

36. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

37. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

38. Medi-Cal Administrative Activities

Grantee agrees, if requested, to have all staff paid for by this grant agreement to participate in weekly time coding if requested and other tasks as required by the Medicaid leveraging process during the contract year for the purposes of leveraging Medi-Cal related funding. This will require all grant agreement paid staff to attend a one hour

training and to track their hours and to categorize those hours by type of work done as it relates to the Medi-Cal population and to submit that documentation to the City of Oakland, Department of Human Services. All records in support of allowable Medi-Cal activities must be maintained for a minimum of five (5) fiscal years after the end of the quarter in which the reimbursement is received or five (5) fiscal years after the date of the submission of one of the original or amended cost reports, whichever is later. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater.

Medi-Cal Administrative Activities (MAA) records must fully disclose the type and extent of administrative activities performed by appropriate staff. MAA records include, but are not limited to, organizational charts, claiming plans/operational plans, supporting documentation for each claiming unit, annual time survey documentation, MAA Detailed and Summary Invoices and contracts between the City of Oakland, subgrantees, and other public entities. Targeted Case Management (TCM) records must fully disclose: 1) the name and beneficiary identification code of person receiving the TCM services; 2) the name of the provider agency and/or person providing the service; 3) the data and place of service delivery; 4) the nature and extent of the TCM service provided. TCM records must include, but are not limited to, supporting documentation for the annual TCM Cost Report and the TCM Summary Invoice, time survey documentation, and encounter logs. All records in support of allowable MAA activities and/ or TCM activities must be maintained in an audit file and made available to the State of California and/or the United States Federal governments upon request, in accordance with Title 42 of the Code of Federal Regulations, Section 433.32.

Pursuant to Title 45 of the Code of Federal Regulations, Section 74.53(e), an audit agency has the right to timely and unrestricted access to any books, documents, papers or other records of recipients that are pertinent. In the case of any pending litigation, documentation must be retained until the case is completely closed, and in the case of other issues and potential litigation, it is advisable to retain all documentation until the matters are fully resolved.

39. Approval

If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

**City of Oakland,**  
a municipal corporation

**Oakland Unified School District**  
Agency

[Signature] 9/18/12  
(City Administrator's Office Signature) (Date)

[Signature] 9/18/12  
(Grantee Signature) (Date)

[Signature] 9/6/12  
(Department Head Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

83895 C.M.S  
Resolution Number

[Signature] 9-6-12  
(City Attorney's Office Signature) (Date)

G421274  
Accounting Number

File ID Number: 12-2834  
Introduction Date: 11-19-12  
Enactment Number: 12-2846  
Enactment Date: 11-19-12  
By: [Signature]

[Signature] 11/15/12  
Jody London  
President, Board of Education

[Signature] 11/15  
Edgar Rakestraw, Jr., Secretary  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney at Law

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality

*M. M. M. M.*  
City Attorney

2012 MAY 10 11:12:15 OAKLAND CITY COUNCIL

RESOLUTION NO. 83895 C.M.S.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE VIOLENCE PREVENTION SERVICES FOR THE PERIOD JULY 1, 2012 TO JUNE 30, 2013, WITH TWO ONE-YEAR OPTIONS TO RENEW IN ACCORDANCE WITH THE MEASURE Y VIOLENCE PREVENTION AND PUBLIC SAFETY ACT, IN AN AMOUNT NOT TO EXCEED \$5,475,000; ADDITIONAL STREET OUTREACH SERVICES THROUGH THE DEPARTMENT OF JUSTICE, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJJDP) IN AN AMOUNT NOT TO EXCEED \$204,000 FOR THE PERIOD JULY 1, 2012 TO SEPTEMBER 30, 2013, AND A ONE-TIME GRANT IN THE AMOUNT OF \$225,000 TO ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY FOR A SAFE HOUSE FOR COMMERCIALY SEXUALLY EXPLOITED CHILDREN FROM MEASURE Y CARRYFORWARD FUNDS

WHEREAS, the City of Oakland voters passed Measure Y, the Violence Prevention and Public Safety Act of 2004, in November 2004, approving a series of taxes to support violence prevention objectives, programs and services to reduce violence among children, youth and young adults in Oakland; and

WHEREAS, the Measure Y resources are available and violence prevention program strategies and the process for allocating funds for the next three-year grant cycle were approved by City Council on January 17, 2012; and

WHEREAS, the City Council approved \$4,940,000 of the Fiscal Year 2012-2013 total Measure Y revenue to be awarded through a Request for Proposals process to qualified organizations providing violence prevention services as outlined in the Measure Y program strategy areas of Juvenile Justice Center Wraparound Services, Youth Employment Restorative Justice, Gang Prevention, Commercially Sexually Exploited Children, Family Violence Intervention Unit, Mental Health Services for 0 to 5, Project Choice, Reentry Employment, Street Outreach, Crisis Response and Support Network, and the Highland Hospital Intervention; and

**WHEREAS**, the City Council approved \$535,000 of the FY 2012-2013 total Measure Y revenue to be directly awarded for the following strategies: OUR KIDS Middle School Model, Violence Prevention Network Coordinator, Outreach Developer/Call In Case Manager, JJC/OUSD Program Manager; and

**WHEREAS**, the City of Oakland was awarded funding by the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of \$2,216,000 over three years to implement a Community-based Violence Prevention Demonstration Project; and

**WHEREAS**, there is \$204,000 available in OJJDP funds for the period of July 1, 2012 through September 30, 2012 for street outreach efforts; and

**WHEREAS**, a \$225,000 Challenge Grant was issued by the City in 2006 to Alameda County Health Care Services Agency for a Safe House for Sexually Exploited Minors and Measure Y carryforward funds were set aside for this purpose; and

**WHEREAS**, the Alameda County Health Care Services Agency, along with Dreamcatcher, has bought a building for the Safe House and has raised the capital to fully renovate the building; and

**WHEREAS**, the projected Measure Y funds available for grant agreements for FY 2012-2013 are now \$5,316,740 and the funding for these contracts will be available in Public Safety Act / 2004 Measure Y Fund (2251), HHS Administration organization (78311), DHS Measure Y Projects G421250-76, and G261270; and

**WHEREAS**, the Measure Y Request for Proposals from non-profit and public entities to provide services for the period of July 1, 2012 through June 30, 2013 with two one-year options to renew with City Council approval, was released on February 9, 2012; and

**WHEREAS**, trained reviewers have evaluated 55 eligible proposals for Measure Y funding in accordance with the criteria in the Request for Proposals (RFP); and

**WHEREAS**, 29 proposals are recommended for Measure Y funding through the RFP process; and

WHEREAS, the staff recommends the following agencies for funding in the amounts specified below:

Agency	MY Amount	Program Strategy	Project Code
<b>Allocated through RFP</b>			
East Bay Asian Youth Center	\$275,000	JJC Wraparound	G421274
MISSEY	\$112,000	JJC Wraparound	G421274
OUSD Office of Alternative Ed	\$98,000	JJC Wraparound	G421274
The Mentoring Center	\$75,000	JJC Wraparound	G421274
Youth Alive!	\$110,000	JJC Wraparound	G421274
Youth Uprising	\$150,000	JJC Wraparound	G421274
Unity Council	\$90,000	Youth Employment	G421251
Youth Employment Partnership	\$180,000	Youth Employment	G421251
Youth Radio	\$90,000	Youth Employment	G421251
Youth Uprising	\$90,000	Youth Employment	G421251
Community Initiatives/Restorative Justice for Oakland Youth	\$150,000	Restorative Justice	G421259
OUSD Office of Alternative Ed	\$125,000	Gang Prevention	G421275
Bay Area Women Against Rape (BAWAR)	\$100,000	Commercially Sexually Exploited Children	G421257
MISSEY	\$75,000	Commercially Sexually Exploited Children	G421257
Family Violence Law Center	\$400,000	Family Violence	G421254
Safe Passages	\$40,000	Mental Health for 0 to 5	G421256
The Link to Children	\$60,000	Mental Health for 0 to 5	G421256
The Mentoring Center	\$100,000	Project Choice	G421265
Volunteers of America Bay Area	\$200,000	Project Choice	G421265
Civicorps Schools	\$150,000	Reentry Employment	G421255
Men of Valor	\$100,000	Reentry Employment	G421255
Oakland Private Industry Council	\$240,000	Reentry Employment	G421255
Volunteers of America Bay Area	\$210,000	Reentry Employment	G421255
Youth Employment Partnership	\$180,000	Reentry Employment	G421255
Youth Uprising	\$100,000	Reentry Employment	G421255
California Youth Outreach-Oakland	\$546,000	Street Outreach	G421261
Healthy Oakland	\$271,000	Street Outreach	G421261
CalPEP	\$25,000	Street Outreach	G421261
Youth Alive!	\$125,000	Highland Hospital Intervention	G421272
Catholic Charities of the East Bay	\$300,000	Crisis Response	G421276
<b>Subtotal - through RFP</b>		<b>\$4,940,000</b>	
<b>Direct Contract</b>			
Oakland Unified School District	\$80,000	JJC Program Manager	G421274
Al County Health Care Services	\$200,000	OUR KIDS Middle School	G421266
Department of Human Services	\$120,000	Outreach Developer	G421263
Department of Human Services	\$135,000	Violence Prevention Network Coordinator	G421269
Al County Health Care Services	\$225,000	Safe House	G261270
<b>Subtotal - Direct Contract</b>		<b>\$535,000</b>	
<b>TOTAL</b>	<b>\$5,475,000</b>		

Agency	OJJDP Amount	Program Strategy	Project Code
California Youth Outreach	\$100,000	Street Outreach	G423310
Healthy Oakland	\$41,000	Street Outreach	G423310
<b>TOTAL</b>	<b>\$141,000</b>		

; and

**WHEREAS**, the City Council finds that these agreements shall not result in the loss of employment or salary by any person having permanent status in the competitive services; now, therefore, be it

**RESOLVED**: That the City Administrator is hereby authorized to execute agreements, with two one-year options to renew pending City Council approval, with the aforementioned service providers in the amounts specified above for a total not to exceed \$5,475,000 in Fiscal Year 2012-2013, for the purpose of funding services to at-risk youth funded by the Measure Y Violence Prevention and Public Safety Act of 2004; and be it

**FURTHER RESOLVED**: Measure Y funds will be allocated from Public Safety Act / 2004 Measure Y Fund (2251), HHS Administration organization (78311), DHS Measure Y Projects G421250-76, G261273; and be it

**FURTHER RESOLVED**: Community Violence Demonstration Grant funds will be allocated from Fund (2112), HHS Administration organization (78311), DHS Project G423310; and be it

**FURTHER RESOLVED**: That the City Administrator is hereby authorized and directed to accept and appropriate any additional funding related to this grant that may become available, without returning to Council; and be it

**FURTHER RESOLVED**: That the City Administrator is hereby authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests and related actions which may be necessary in accordance with its basic purpose; and be it



**FURTHER RESOLVED:** That said agreements shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 5 2012

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, ~~BRUNNER~~, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF, and ~~BRUNNER~~ - 6

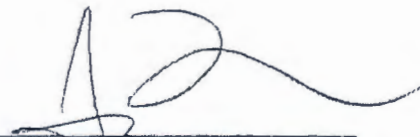
NOES- 0

ABSENT- 0

ABSTENTION- 0

Excused- Reid, Brunner- 2

ATTEST:



LATONDA SIMMONS  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**Measure Y Grantee Services Scope of Work for Fiscal Year 2012-13**

**A) Description of Services**

1. **Oakland Unified School District** (Grantee), as a provision of receiving Measure Y funding from the City of Oakland (City), shall place students exiting the Juvenile Justice Center in an Oakland Unified School District educational site and refer eligible youth to Case Management Services. This will include staffing of one Program Manager and the provision of services to 350 youth annually.
2. The Program Manager will enroll youth in OUSD educational sites and refer youth to case management services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The Program Manager will also co-facilitate with DHS staff monthly case conference meetings with Probation, case managers, OUSD staff, and JJC staff. Probation has placed a DPO liaison to collaborate with Grantee on CBO referrals and to provide informational support to case managers. Starts up efforts were more prevalent in the first years of the program and Grantee is continuing to add systems to make services more manageable.
  - a. Eligibility requirements and Client recruitment: youth served must be ages 12 to 18, leaving the Juvenile Justice Center (JJC) and reenrolling in OUSD or other educational appropriate institution or program. The OUSD JJC Program Manager will work with Probation and Transition Center staff to provide referrals to Measure Y funded agencies.
  - b. Method of confirming client eligibility for enrollment: the OUSD JJC Program Manager will input relevant information into CitySpan for each client, and provide a referral through Cityspan to Measure Y funded agencies.
  - c. As part of the OUSD team, the Special Education Resource Specialist assigned to the JJC will work in collaboration with the Alameda County Office of Education (ACOE) at the JJC in identification of students, location of records, assignment of appropriate placements, facilitation of IEPs, and transition of OUSD students as they exit juvenile hall.
  - d. The OUSD Team will be supervised by OUSD personnel. The JJC Program Manager will report to the Director of Family, School, and Community Partnerships. The Special Education Resource Specialist will be supervised directly by a designated Programs for Exceptional Children (PEC) Program Coordinator. The Counselor position assigned to the Transition Center will be directly supervised by a designated College and Career Readiness Office (CCRO) supervisor. The Director of the Family, School, and Community Partnerships will oversee all OUSD staff, programming and operations and work in partnership with supervisors from PEC and CCRO to support staff at the Transition Center located at the JJC.
  - e. As part of the OUSD team, the Counselor assigned to the TC will work in collaboration with the JJC program manager to identify and counsel students and develop educational goals and plans. The Counselor will evaluate and ensures all transcripts are accurate by updating coursework transcripts, identifies and initiates educational interventions, offers referrals to social services and other community resources and consults with law enforcement agencies regarding students as necessary. The Counselor position will support the student's transition back into school through communicating relevant and timely information to school staff and families, support prioritized strategies of a warm and welcoming transition back to sites and follow up with students and families after transition.
3. Under Measure Y, the OUSD JJC Program Manager is responsible for identifying and assigning 500 students to OUSD schools and 360 youth to CBO case managers per contract year. The Program Manager will meet with case management agencies as needed to ensure the referral process is smooth.

4. The Program Manager will co-facilitate the implementation of Multi-Disciplinary Team (MDT) meetings at OUSD school sites, to ensure that an individualized plan is developed for each youth through a collaborative process.
5. Grantee understands that Measure Y funds may not be used to supplant other funds. Measure Y funds may be used to expand or enhance existing programs or to initiate new services or programs.
6. Grantee understands that Measure Y funds may not be used to supplant other funds. Measure Y funds may be used to expand or enhance existing programs or to initiate new services or programs.
7. Grantee shall provide services to Oakland residents only with Measure Y funds, unless given authority to provide services to non-residents by City of Oakland, Department of Human Services staff for a specific reason (ie. safety of participant).

**B) Mandatory meetings**

Grantee shall appoint an appropriate staff member to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of as much as 5% of the scheduled payment for that fiscal quarter.

1. Quarterly Measure Y Provider Coordination Meeting
2. Monthly Case conference Meetings and trainings
3. MDT Meetings
4. Grantee shall appoint appropriate staff members to attend the mandatory quarterly meetings of Measure Y grantees held by the City of Oakland, Department of Human Services and/or the Measure Y evaluator.
5. Grantee shall attend at least four (4) NCPC meetings, assigned by DHS, to make presentations about the Measure Y Violence Prevention Programs, and the work their agency is funded for. If grantee must change the NCPC assignment, approval must be received from DHS.

**C) Reporting, Documentation and Evaluation Requirements**

The Grantee shall submit the following reports, at the time and in the number of copies specified to the project officer designated in this Agreement. If requested to do so by the project officer, the Grantee shall present an oral briefing on any report submitted.

1. **Progress reports** - Reports should address progress in terms of program implementation and completing the tasks specified above, plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period as documented in the CitySpan database.
  - a. Grantee will provide four (4) quarterly Progress Reports via the Cityspan database by Friday, October 5, 2012 (1<sup>st</sup> quarter), Friday, January 4, 2013 (2<sup>nd</sup> quarter), Friday, April 5, 2013 (3<sup>rd</sup> quarter), and Wednesday, July 31, 2013 (final report) that compile program data on grante agreement deliverables and other measurables listed in section F (below), as well as other program data requested for the purpose of evaluation, including but not limited to, client demographics, and client service dosages.
2. **Data** - Data collection will include measurable data related to outcomes including any viable information on: a) criminal convictions; b) school attendance; and c) school re-entry. This information may be supplemented by data from institutional partners such as Oakland Unified

School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

3. **Evaluation** - Grantee agrees to comply with data requests from the Measure Y outside evaluation provider as well as from the Measure Y internal process evaluator from the City Administrator's Office. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the Measure Y outside evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with Measure Y outside evaluator in a timely fashion.
4. **Consent Forms** - Grantee will collect signed Release of Information forms for every client for whom individual level services are provided (and for minors, their parent/guardian or legal designee if they are a ward of the Court) giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the Calif. Department of Corrections and Rehabilitation. The City of Oakland, Department of Human Services reserves the right to withhold quarterly payments to the grantee if the grantee does not demonstrate a sufficient effort to collect consent forms from each participant for whom individual level services are provided.
5. **Grievance Procedures** – Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through posting or through the client intake process and documented in the client's file.
6. **Match** – The Grantee will provide documentation of the twenty-percent (20%) match total amount of Measure Y funds from July 1, 2012 – June 30, 2013 to the City of Oakland, Department of Human Services by Friday, April 5, 2013 (3<sup>rd</sup> quarter).
7. **Lead Agencies and Fiscal Sponsors** – The Grantee shall comply with the required guidelines for monitoring of sub-grantees on page 9 of the Measure Y Grantee Manual.
8. **Service Provision Documentation** - Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant or event. Documentation includes the following and will be examined by City of Oakland, DHS staff during site visits and file review visits:
  - a. Street Outreach - a log that includes the time, date, location, number of staff and number of people served at each street outreach event is kept on file for at least five years after the end date of this contract.
  - b. General Outreach – a log that includes the time, date, location, number of staff and number of people served for each general outreach event is kept on file for at least five years after the end date of this contract.
  - c. Trainings – a sign-in sheet with the time and date of the event and signatures of each participant kept on file for at least five years after the end date of this contract.
  - d. Intensive Outreach – a file for each participant that includes an intake form, a log of intensive outreach services with the date and time of each contact, eligibility documentation and a Measure Y consent form kept on file for at least five years after the end date of this grant agreement.
  - e. Group services – a sign in sheet for each group session held must include the time, date, location and the names with signatures for each participant served is kept on file for at least five years after the end date of this contract. Eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract.
  - f. Employment services – job retention verification, incentive/stipend logs, eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract

- g. Case management and mental health sessions—a file for each participant that includes an intake form and/or an assessment form (submitted to DHS for review), eligibility documentation, a case plan (for case managed participants) and a Measure Y consent form kept on file for at least five years after the end date of this contract. Every contact that is inputted into CitySpan database should have a case note and those case notes should be more than one line but should be concise and kept in the participant/client file. Case notes should include the date of the contact, the length of the contact, items discussed, progress made in reaching the goals of their case plan (for case managed participants) and the staff member involved. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.

**D) Payment**

1. The City agrees to pay the Grantee a sum not to exceed eighty thousand dollars (\$80,000) funded by the budgeted revenues from tax proceeds of the Violence Prevention and Public Safety Act of 2004 for the performance of grantee deliverables and project outcomes. Grant may only pay for the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
2. The Grantee shall submit invoices for services according to the schedule set forth below. The Grantee shall adhere to the instructions and procedures to be provided and revised, from time to time, by the City of Oakland.
3. Grantee's invoice. The Grantee will submit an invoice every quarter with the progress report via the City Span database. The invoice will be generated and include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. Upon receipt, review and approval of the Grantee's invoice, the City shall within 30 calendar days, pay the Grantee for satisfactory completion of the services or "deliverables" as outlined in the deliverables table below. The City or its designee will determine whether the deliverables have been satisfactorily completed and warrant the scheduled payment to the Grantee. To make its determination, the City will require four (4) reports confirming compliance with service goals established by this Agreement.
5. This is a **performance based grant** and, therefore, the Grantee's failure to satisfactorily render the deliverables due as indicated on the schedule below may result in a reduction in payment, suspension of payment, termination of this Agreement, and disqualification from contracting for or receiving funds from the City during the next twelve months.
6. The sum of \$80,000 shall be inclusive of any and all applicable federal, state and local taxes.

**E) Schedule for Reporting and Invoicing**

Report	Date of Deliverable & Payment	Payment Amount
Advance due upon execution of the contract	July 1, 2012	\$16,000
Submit Quarterly Progress Report documenting achievement of Quarter 1 deliverables	October 5, 2012	\$16,000
Submit Quarterly Progress Report documenting achievement of Quarter 2 deliverables	January 4, 2013	\$16,000
Submit Quarterly Progress Report documenting achievement of Quarter 3 deliverables. <b>Twenty-percent (20%) match total amount of Measure Y funds must be submitted</b>	April 5, 2013	\$16,000
Submit Final Progress Report documenting	July 31, 2013	\$16,000

achievement of deliverables for the entire contract		
<b>Total Amount:</b>		<b>(\$80,000)</b>

F) Schedule for Deliverables and Payment for July 1, 2012 – June 30, 2013.

Benchmarks to be achieved	Quarter 1: Ends Sept 30, 2012	Quarter 2: Ends Dec 31, 2012	Quarter 3: Ends March 31, 2013	Quarter 4: Ends June 30, 2013
<b>Deliverables (for which payment is based)</b>				
# of students enrolled in OUSD schools	125	250	350	500
# of students referred to case management	143	297	427	360
# of MDT meetings at school sites planned	3	3	3	12
# of Case Conferencing meetings co-facilitated	2	4	7	11
# of presentations at NCPC meetings	1	2	3	4
Compliance with evaluation data collection (to be determined by external evaluator)				
<b>Other Reporting Measurables</b>				
# of youth referred to other educational institutions				
# of students assessed for special education				

**Definitions:**

(see Section C., 8, g above)

**General outreach:** efforts to contact and engage a participant about whom nothing is known. This may include outreach events, street engagement, presentations at schools, et cetera.

**Intensive outreach:** efforts to contact and engage specific participants (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the "engagement" work to bring a youth into a program. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

**Case Management:** Activities once an enrolled youth has been assessed and assigned to a case manager who then develops and follows up on a service/case plan with the youth. Regular in person contact with the participant is maintained by the case manager over an extended period of time and efforts are made to move the participant toward the goals set out in the service/case plan. Referrals and assistance with improving the participant's school, home and community experience are made in accordance with the best practices in providing high risk youth with case management. Documentation is maintained regarding the progress the participant is making over time.

**Measure Y: Lead Agency Budget**  
**Fiscal Year- July 1, 2012 - June 30, 2013**

Lead Organization Name:

Oakland Unified School District

**PLEASE FILL IN YELLOW CELLS ONLY**

<b>I. DIRECT COSTS</b>			<b>Measure Y Request- 07- 01-12 thru 06-30-13</b>	<b>Match - minimum 20% of annual amount</b>	<b>Total Project Budget</b>
<b>A. PERSONNEL</b>					
<b>Lead Agency Positions</b>	<b>Annual Salary</b>	<b>% FTE on project</b>			
OUSD Admin on Special Assignment	\$ 108,886	100%	\$ 55,172.41	\$ 53,713.59	\$ 108,886.00
Bilingual Clerk	\$ 22,500	20%	\$ -	\$ 22,500.00	\$ 22,500.00
School Counselor	\$ 65,517	100%	\$ -	\$ 65,517.24	\$ 65,517.24
School Counselor	\$ 65,517	100%	\$ -	\$ 65,517.24	\$ 65,517.24
					\$ -
					\$ -
					\$ -
Subtotal			\$ 55,172.41	\$ 207,248.07	\$ 262,420.48
Fringe Benefits & Rate	rate:	45%	\$ 24,827.59	\$ 93,261.63	\$ 118,089.22
<b>SUBTOTAL</b>			<b>\$ 80,000.00</b>	<b>\$ 300,509.70</b>	<b>\$ 380,509.70</b>
<b>B. OTHER DIRECT COSTS</b>					
Duplicating/Copying					-
Equipment/Computer Upgrades					-
Office Rent					-
Facility/Classroom Rental					-
General Office Supplies/Software				2,000	2,000
Postage					-
Program Materials and Supplies					-
Telephone/Internet/Communications					-
Travel/Transportation				5,000	5,000
Staff Training					-
Consultants (not subgrantees)					-
<b>SUBTOTAL</b>			<b>\$ -</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>
<b>C. WAGES, STIPENDS, and FLEXIBLE FUNDS</b>					
	<b>Amount</b>	<b># of clients</b>			
Wages (wage/hr x # hours)					\$ -
Stipend					\$ -
Flexible funds/ client incentives				\$ -	\$ -
<b>SUBTOTAL</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>D. SUBGRANTEES</b>					
					\$ -
					\$ -
					\$ -
<b>SUBTOTAL</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>II. INDIRECT COSTS</b>					
May not exceed 10% of ENTIRE Measure Y direct costs (including Subgrantee budgets)	Rate:				
			\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>			<b>\$ 80,000</b>	<b>\$ 307,510</b>	<b>\$ 387,510</b>



# Measure Y Grantee Cityspan Data Sharing MOU

CITY OF OAKLAND  
OFFICE OF CITY MANAGER

12 SEP 14 AM 10: 07

## Agreement between The City of Oakland, Cityspan Technologies, and Oakland Unified School District to Establish a Secure Electronic Data Collection System

### Parties to This Agreement

In consideration of the grant funds provided the City of Oakland to Grantee, this Agreement is entered into this first day of July, 2012 by and between The City of Oakland, Cityspan Technologies (hereafter “Cityspan”), and Oakland Unified School District, a grantee of the City of Oakland receiving Measure Y funds to provide violence prevention services (hereafter “Grantee”).

### Purpose

The City of Oakland, Grantee, and individuals served by Grantee will benefit from Cityspan’s access to personally identifiable information<sup>1</sup> for the purpose of conducting reporting and other data compilations in support of contract monitoring and program evaluation. This Agreement sets out the terms and methods for secure and consensual handling of this information.

The Measure Y Cityspan database allows the City of Oakland to support the valuable work that Grantee provides to clients and their families who receive a comprehensive array of services funded by Measure Y. The database benefits both Grantee and The City of Oakland by:

- Demonstrating the effects that implementation of Measure Y is having on the children, youth, young adults, and their families that are served.
- Eliminating redundancy in data collection and reporting.
- Reducing time and paperwork required for Grantee to submit invoices, progress reports, and evaluation data to The City of Oakland.
- Streamlining internal data management processes of Grantee by providing a free electronic data collection, storage, and reporting system that can be used for purposes other than Measure Y data collection. This system permits Grantee to more easily and powerfully collect their own data in an aggregate format for needs assessments, planning, evaluations, and research purposes.
- Making available free technical support to Grantee during all regular business hours.
- Identifying the best and promising practices and analyzing the effectiveness of existing strategies to support continuous quality improvement in Measure Y programs.

Strict confidentiality regulations and procedures will be employed to minimize the risks of disclosure of confidential data.

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<sup>1</sup> “Protected Health Information” is defined by Title 45 of the Code of Federal Regulations, Section 164.501.





## Measure Y Grantee Cityspan Data Sharing MOU

HIPAA (The Health Insurance Portability and Accountability Act of 1996) protects the security and privacy of health data. Cityspan, because it assigns accounts and passwords to users of the Measure Y database, falls under the operations clause of HIPAA and is therefore permitted to view client-level health data. In addition, to protect security and confidentiality, Cityspan enters into this Agreement with The City of Oakland to assure that Cityspan will maintain the privacy of all protected health information to which Cityspan is granted access.

### Goals of the Measure Y Evaluation

- Longitudinally track and analyze data to identify best practices, service patterns, gaps, and participant outcomes in relation to their level of service participation.
- Demonstrate how funded programs are part of a comprehensive service system aimed at improving common but complex outcomes.
- Demonstrate how the intensity of services provided to clients, and the overlapping of services from multiple funded programs, leads to improved client outcomes.
- Create an efficient data collection infrastructure that can be expanded to include new funded programs and outcomes.
- Reduce data entry, and improve the quality of analysis, by using a limited set of core data elements shared across funded programs.

### Guiding Principles

The protection of children, youth and young adults served by Measure Y is a highest value. The right to privacy is based in the United States and California constitutions and provides the broadest protection of personal information. Each individual has the right to make decisions regarding the sharing of their personal information. Protection of personal information is especially critical when working with some of the vulnerable populations served by Measure Y. Therefore, the Protocol for Data Security established for Measure Y Grantee Organizations is set up to ensure that grantee agency data can be shared only if the identity of the individual client is protected, or as required by City, State, or Federal rules, regulations, or laws.

### Data Collection Procedure

1. Grantee data will be collected via an online database administered by Cityspan. Personally identifiable client data will only be visible to the grantee that enters that data, to Cityspan and to Measure Y contracted program evaluators, however, evaluators will only see client identifying information for those clients that have a consent form on file that explicitly gives permission for their information to be included in program evaluation. Grantees who do not want to input identifiable data in the Cityspan database have the option to send names and



## Measure Y Grantee Cityspan Data Sharing MOU

dates of birth to a third party encoder (hereafter “Encoder”). The Encoder will then provide Grantee with an encrypted “Encoder ID” to use in place of the name and date of birth in the Cityspan database.

2. Some individual level data will be collected, such as client program participation. Identifying information – specifically, client first and last name and data of birth – will be collected either in the Cityspan database or by the third part encoder. Certain sensitive data elements, such as client street address, are optional but not required.
3. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by Cityspan. Each grantee will determine which members of its agency have access to the database and what level of access they will have.
4. According to HIPAA standards, electronic procedures will be implemented that terminate an electronic session after a predetermined time of inactivity. Under the law, this standard time can range from 2 minutes (in an emergency room setting) to 180 minutes (for a secure office setting). The purpose of this limitation is to ensure that individuals who are not registered users cannot access the system. All accounts on the Measure Y database will automatically log out if left idle for a 20 minute period.
5. Each Grantee will own their data. The City of Oakland retains the right to extract aggregated and non-personally identifiable data. Neither the City of Oakland, nor Cityspan, nor the Encoder will own the data.

### Data Matching Procedure

In order to support the evaluation of Measure Y programs and the progress of individual clients, for program participants that have signed a consent to be included in program evaluation, data will be matched with data from the Oakland Unified School District (OUSD), Alameda County Department of Probation, and/or California Department of Corrections & Rehabilitation (CDCR). There are four principles to the data matching procedure:

1. OUSD, Probation, CDCR and other local or state criminal justice agencies will not have access to any data from the Cityspan database or the Encoder.
2. For Grantees who do not want to share identifiable data, there are no identifiers in the Cityspan database.
3. The Cityspan database will not contain data provided by OUSD, Probation, CDCR or other local or state criminal justice agencies.

### *Steps Involved in Data Matching Process:*

- Grantees enter names and dates of birth directly into the Cityspan database for each client.
- Cityspan will generate a unique **Cityspan ID** for each client.



## Measure Y Grantee Cityspan Data Sharing MOU

- Cityspan sends the Measure Y evaluator participant service data, Cityspan ID and identifying information.

### Evaluation

- The Measure Y evaluator matches participants to other data sources records (OUSD, JUVIS, CDCR or other local or state criminal justice agencies) using first name, last name, date of birth, ethnicity and gender – without Measure Y service data.
- The Measure Y evaluator strips the matched data records of any identifying information, keeping only the Cityspan ID or Encoder ID in tact before conducted data analysis of program impact.

### Prohibition on Data Sharing

Absolutely no sharing of Grantee program data in the Cityspan Measure Y database is allowed other than that specified in this Agreement. However, if data is requested or ordered by any City, State, or Federal agency/body, including but not limited to the Oakland Police Department, pursuant to applicable rules, regulations or laws, such data shall be provided.

### Procedure for Obtaining Prior Written Consent from Clients

An Authorization to Release Confidential Information (“Consent Form”) must be signed before client data can be included in the matching process described above. Grantee is responsible for discussion of confidentiality protocols with clients and parent/guardians and ensuring that they are informed about their rights.

In every case the original signed Consent Form will be kept by the Grantee and a copy will be provided to the client as well as the parent/guardian (if applicable). Authorization may be withdrawn at any time.

Grantee is expected to explain the Authorization process in a language understood by the client. If parent/guardian of the client does not speak the languages spoken by the Grantee staff, or cannot adequately read in the languages in which the Consent Form is available then it is the responsibility of the Grantee and its staff collecting the information to provide an interpreter, or to read the form to the client or parent/guardian, and to sufficiently explain any difficult wording. The responsible staff person will make sure that the orientation is provided in language that the client and/or the parent/guardian can fully understand. The responsible staff person will further respond fully, appropriately, and in a timely manner to the questions and concerns of the client and/or parent/guardian related to the forms or the confidentiality policy and procedures.

If the parent/guardians’ ability to adequately understand and make decisions about their child’s and their own participation in services is uncertain (e.g., due to age, cognitive impairment,



## Measure Y Grantee Cityspan Data Sharing MOU

extreme stress, or other factors), and a legally authorized representative is not available, the Grantee should not release or disclose confidential information.

The authorization may be revoked at any time by the client or parent/guardian. To revoke the authorization, the client or parent/guardian should revoke the authorization in writing and submit it to the Grantee, who will then inform Cityspan as soon as is practicable. Actions taken by Cityspan or The City of Oakland prior to the revocation of the authorization may not be revoked. All confidential information on clients who have revoked their authorization will have identifying information removed from the Cityspan database in a timely manner.

Refusal to authorize sharing of confidential client information shall not preclude the client's receipt of Grantee's services.

### **Limitation on Disclosure of Confidential Information**

Only aggregated data or non-personally identifiable individual data will be shared with the City of Oakland. De-identified information neither identifies nor provides a reasonable basis to identify an individual. There are two ways to de-identify information; either: 1) a formal determination by a qualified statistician; or 2) the removal of specified identifiers of the individual and of the individual's relatives, household members, and employers is required, and is adequate only if Cityspan has no actual knowledge that the remaining information could be used to identify the individual.

Cityspan may be required to release confidential information without specific authorization if Cityspan has reason to believe that the client is in imminent danger to himself or herself or to others, or if the client is an alleged victim or perpetrator of child, elder or dependent abuse or if requested or ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations, or laws.

With the exception of the above regarding City, State, or Federal requests or orders, the City of Oakland and its auditors, including the City Auditor, will have access only to aggregated data or individual data stripped of personally identifying information. The City and its auditors, including the City Auditor will not have access to personally identifying information, including names, social security numbers and birth dates of a particular client being served by a Grantee. The City and its auditors, including the City Auditor will have access to anonymized data on a particular client or aggregate data about a program if that program is serving a small number of clients who could be identified simply by race, gender or age.

The following information will not be disclosed without the explicit written authorization of the Client or Parent/Guardian of the Client:

- a. Health diagnosis and treatment;
- b. Participation in alcohol or drug treatment programs; and
- c. Criminal arrests or convictions.



## Measure Y Grantee Cityspan Data Sharing MOU

All confidential information will be acquired and stored in a manner that safeguards the privacy rights of the Clients and/or the Client's family. Each Grantee will be responsible for carefully monitoring the data collection and reporting of confidential Client information maintained in the Cityspan database. The original, signed copy of the Client's Authorization form- and any other information regarding the Client collected at any point in time on paper, printed from electronic files, or stored electronically- will be placed in a personal paper or electronic file folder, and stored in a location accessible only to Grantee staff who can document a direct, specific, and time-limited need for the confidential information to which they request access.

### Responsibilities of the Parties:

The terms and conditions of the Professional Service Agreement and the Software License And Maintenance Professional Service Agreement between Cityspan Technologies and the City of Oakland for FY 2012-2013, FY 2013-2014, and FY 2014-2015, are incorporated herein.

#### Cityspan:

- Cityspan shall keep all confidential information in the strictest confidence.
- Cityspan will provide for the protection of confidential information with the most advanced security technology available, and will meet all applicable rules, regulations, and laws, including but not limited to, Federal Privacy Regulations (45 CFR Part 46, 45 CFR 160 and 164 [HIPAA Regs.], 42 CFR Part 2, etc.)
- Cityspan shall maintain a database that is HIPAA and if applicable VAWA (Violence Against Women Act) compliant and shall follow all HIPAA and VAWA privacy requirements in the handling of personally identifiable information.
- Cityspan will report its data compilations in such a manner so as not to permit the release of personally identifiable information to persons other than Cityspan personnel or the Grantee that was the original source of the personally identifiable information.
- Cityspan will not disclose any personally identifiable information to any requesting person or entity, without prior written authorization from the Grantee, with the exception of any request, directive, or order for information from any City, State or Federal agency/body pursuant to applicable rules, regulations or laws.
- Cityspan shall keep all data in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way such that unauthorized persons cannot retrieve or alter the information by using a computer, remote terminal, or other means.



## Measure Y Grantee Cityspan Data Sharing MOU

- Cityspan shall instruct all staff with access to confidential information about the requirements for handling confidential information.
- Cityspan shall provide all staff having access to confidential information with statements of organizational policies and procedures for the protection of human subjects and data confidentiality.
- Cityspan agrees to defend, indemnify, and hold harmless the City of Oakland, its Council Members, officers, partners, agents, and employees, and all Grantee from and against any and all liabilities resulting from injury or death to persons, and damage to or loss of tangible property of third parties, arising out of or resulting from the performance of Cityspan's services under this Agreement to the extent attributable to the negligent acts or omissions of, or intentional injury by, Cityspan or its employees or agents or arising out of any disclosure by Cityspan in violation of HIPAA.
- Per HIPAA, Cityspan agrees to return or destroy, any Protected Health Information it receives from any Grantee inputting data into the online database once a Grantee's grant agreement with the City of Oakland has ended.
- Cityspan will comply with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- Cityspan agrees to return or destroy, in conformance with HIPAA requirements, any protected health information it receives from Grantee once its contract with The City of Oakland has ended.
- Cityspan will provide technical support to all Grantees using the Measure Y Cityspan database. Toward this end, Cityspan will operate a Help Desk by phone during all regular business hours, Monday through Friday excluding holidays from 9:00 a.m. to 5:00 p.m.

### Grantee:

- Grantee is responsible for maintaining password security to its own agency database user accounts. Each Grantee will have the ability to create user accounts and passwords that allow individuals to access the personally identifiable information entered into the database by their own agency.
- If a database user account assigned to a Grantee requires additions, amendments, or deletions, then the Grantee is responsible for contacting Cityspan during normal business hours to make those changes.



## Measure Y Grantee Cityspan Data Sharing MOU

- Grantee will obtain a signed Consent Form from individuals (or from their parent or guardian if they are a minor) to participate in Measure Y evaluation. Grantee will follow the procedure outlined above.
- Grantee will enter relevant information into the database and participate in the Measure Y evaluation as a condition of funding.
- Grantee agrees to defend, indemnify, and hold harmless the City of Oakland, its Council Members, officers, partners, agents and employees from and against any and all liabilities resulting from injury or death to persons, and damage or loss of tangible property of third parties arising out of or resulting from the performance of Grantee's obligations under this Agreement to the extent attributable to the negligent acts or omissions of, or intentional injury by Grantee or its employees or agents.

### The City of Oakland:

- The City of Oakland will not have access to any personally identifiable information from Cityspan, with the exception of facilitating evaluation data matching procedures
- The City of Oakland will not use its contractual relationship with Cityspan to compel Cityspan to deliver personally identifiable information.



# Measure Y Grantee Cityspan Data Sharing MOU

## Term

The term of this Agreement shall be from July 1, 2012 to July 1, 2016. Any party may remove their data from the Cityspan Measure Y database at any time with written notice to Cityspan. As soon as is reasonably practicable, any data owned by that party will then be returned or destroyed by Cityspan.

## Agreed:

CITY OF OAKLAND:

Signature: [Signature]  
City Administrator City of Oakland

Date: 9-18-12

CITYSPAN:

Signature: [Signature]  
Mark Min, Principal  
Cityspan Technologies

Date: 8/29/12

GRANTEE:

Signature: [Signature]  
Executive Director

Date: 8/22/12

## Approved as to Form:

OFFICE OF THE CITY ATTORNEY:

Signature: [Signature]  
Amber Macaulay, Deputy City Attorney

Date: 9-6-12

[Signature]  
Jody London  
President, Board of Education

[Signature]  
Edgar Rakestraw, Jr., Secretary  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney at Law





August 3, 2012

Mary C. Israel, Program Analyst  
150 Frank Ogawa Plaza  
Suite 4340  
Oakland, California 94612

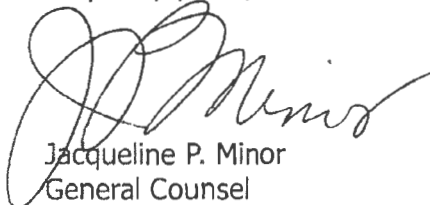
Re: Oakland Unified School District – Request for Business Tax ID #

Dear Ms. Israel:

Monica Vaughan with Oakland Unified School District (the "District") has informed me that you require a letter explaining by the District does not have a business tax ID #. The District does not have a Business Tax ID # because the school district, like the City of Oakland is a public entity existing under the authority of the Constitution of the State of California (specifically, Article IX of the State Constitution. In addition, Section 404 of the Charter of the City of Oakland provides for election of members of the Oakland Board of Education (and in fact, under the City Charter, elected members of the Board of Education are City Officials).

The School District has a federal taxpayer ID # which is 94-60000385. We provide the federal taxpayer ID in the event that would be useful. Please let me know if you have further questions.

Very truly yours,



Jacqueline P. Minor  
General Counsel

# Memo



Department of Contracting and Purchasing  
Social Equity--Contract Compliance Division

To: Mary C. Israel  
From: Ernestine Nettles, Contract Compliance Officer Assistant  
Cc: File  
Date: August 14, 2012  
Re: Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)  
Compliance Analysis of: Oakland Unified School District

*Ernestine Nettles*

The Department of Contracting and Purchasing, Social Equity Division Contract Compliance, reviewed the professional or specialized service agreement for the above referenced City Financial Assistance Recipient (CFAR).

Based on our review of the documentation submitted, it has been determined that the above reference firm is in compliance with the EBO and LWO requirements of the City of Oakland.

If you have any questions or need additional information, please contact me at ext. 6160.

# CITY OF OAKLAND DEPARTMENT OF CONTRACTING AND PURCHASING

## WORK ORDER – SOCIAL EQUITY

Please submit a completed WORK ORDER to initiate services.

Agency City of Oakland Department of Human Services / Measure Y  
 Project Manager Mary C. Israel Extension 3718 Email P&PTemp@oaklandnet.com  
 Name of Project Measure Y Project # G421275 & G421274  
 Name of Consultant Oakland Unified School District  
 Federal Project  Yes  No Formal Project  Yes  No Non-Emergency  Emergency  ASAP  
 Type of Contract:  Construction  Construction/Design-Build  Professional Services  RFP  RFQ

PROJECT BUDGET	AMOUNT	FUND	ORG	ACCOUNT	PROJECT	PROGRAM
Postage						
Advertising						
Contractor's Payment	125,000	2251	78111	54919	G421275	PS37
	98,000	2251	78111	54919	G421274	PS37
	80,000	2251	78111	54919	G421274	PS37
Duplicating						

Please check one or more boxes below and provide details if needed

**CONTRACT COMPLIANCE**

- Compliance Analysis (L/SLBE)
- DBE or ACTA Goal Setting
- Compliance Review of RFP/RFQ/NIB
- Equal Benefits (EBO) or Living Wage (LWO)
- Investigate Non-Compliances
- Special CEDA Request \_\_\_\_\_
- CDBG Compliance/ Document Review
- Other \_\_\_\_\_

- Pre-Bid Date Preference    /   /
- Bid Due Date Preference    /   /
- Pre-Award Meeting Date    /   /

**LOCAL EMPLOYMENT/15% APPRENTICESHIP**

- Compliance Analysis ( LEP) ( 15% Apprenticeship)
- Certified Payroll
- Referral of Oakland Resident
- Special CEDA Request \_\_\_\_\_
- Other \_\_\_\_\_

- Pre Proposal Date Preference    /   /
- Submittal Due Date Preference    /   /
- Post Award Meeting Date Preference    /   /

**Estimated Timelines (may be adjusted):**

Emergency Request	2 days	Document Review	5 days
Compliance Analysis	5 – 10 days	DBE, ACTA Goal Setting	10 days
Full Contract Process	Determined at meeting		

NOTE: Emergencies require approval of the requesting agency head. If 5 or more requests are submitted (at once) by one project manager/administrator, the requester MUST negotiate completion time lines with the DCP Director or designee.

**FOR INTERNAL USE ONLY**

Work Order # 15981 Lead Staff: E. Ernestine  
 Date Received 8/13/12 Date Assigned: 8/13/12 Date Completed: 8/14/12  
 Forwarded for Further Action To: Social Equity/CC Social Equity/LE Purchasing Admin  
 Date Forwarded:    /   /    Date Assigned:    /   /    Date Completed:    /   /     
 Returned to Sender (incomplete) Date Returned:    /   /    Date Received:    /   /



# Schedule N

## DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.70 per hour with health benefits, or \$13.45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> and (2) <http://www.irs.gov/individuals/article/0,,id=96466,00.html>.
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,000	
(2) How many of your permanent employees are paid above the Living Wage rate?	per CBAs	
(3) How many of your permanent employees are paid below the Living Wage rate?	per CBAs	
(4) Number of compensated days off per employee?(Refer to item "a" above)	per CBAs	
(5) Number of trainees in your company?	None	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	None	

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Oakland Unified School District  
 Company Name  
1025 - 2nd Ave Oakland, CA  
 Address  
510 273-3282 8/3/12  
 Area Code Phone Date

J. Minor  
 Signature of Authorized Representative  
Jacqueline P. Minor  
 Type or Print Name  
General Counsel  
 Type or Print Title

Revised 7/12

\* All employees are covered by collective bargaining agreements ("CBA") and are paid consistent with



# City of Oakland

*Equal Benefits Ordinance*

## Certificate of Compliance

*is hereby awarded to*

***Oakland Unified School District***

*For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance*

*Deborah Barnes*

Deborah Barnes  
Contract Compliance & Employment Services Manager

*September 28, 2006*

Date

**ADMINISTRATOR:**  
 Keenan & Associates  
 1111 Broadway, Suite 2000  
 Oakland, CA 94607  
 510-986-6750  
 www.keenan.com

LICENSE # **0451271**

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

**ENTITIES AFFORDING COVERAGE:**  
 ENTITY A: Northern California ReLIEF  
 ENTITY B:  
 ENTITY C: Star Insurance Company  
 ENTITY D:  
 ENTITY E:

**COVERED PARTY:**  
 Oakland Unified School District  
 1025 Second Street  
 Oakland CA 94606

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2012 7/1/2013	\$ 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respects to the Violence Prevention/Health Services Activities to support Oakland Unified School District Conflict Resolution/ Peer Mediation Programs through coverage expiration date.  
 This replaces the certificate issued on 8/29/2012.  
 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

**CERTIFICATE HOLDER:**  
 City of Oakland  
 Attn: Sara Bedford, Interim Director  
 City of Oakland  
 150 Frank H. Ogawa Plaza, Ste. 4340  
 Oakland CA 94612



**CANCELLATION.....** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

*Graham Grice*  
 Graham Grice  
 AUTHORIZED REPRESENTATIVE

## DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-04	ADMINISTRATOR Keenan & Associates
--	-----------------------------------	--------------------------------------

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

City of Oakland  
Attn: Sara Bedford, Interim Director  
City of Oakland  
150 Frank H. Ogawa Plaza, Ste. 4340  
Oakland CA 94612

**As Respects:**

As respects to the Violence Prevention/Health Services Activities to support Oakland Unified School District Conflict Resolution/ Peer Mediation Programs through coverage expiration date. This replaces the certificate issued on 6/29/2012.

The City of Oakland, its Councilmembers, directors, officers, agents, employees, and volunteers are included as an Additional Covered Party.



Authorized Representative

Issue Date: 8/2/2012





**Schedule B-2 – Arizona Resolution**

To be completed by Business Owner

**Declaration of Compliance with the Arizona Resolution #82727**

- (1) Business Name Oakland Unified School District
- (2) Business Contact Person: (Name/Title) J. P. Minor, General Counsel
- (3) Business Contact Person: (Phone/E-mail) jacqueline.minor@ousd.k12.ca.us
- (4) Business Headquarters Address 1025-2nd Ave Oakland 94606
- (5) Existing contracts with the City?  Yes  No If Yes, please list title and agency below:  
\_\_\_\_\_

(6) The above named company is currently responding to the following contract opportunity:

Title: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Name of City Contact/Project Manager/Agency/Department \_\_\_\_\_  
 Phone/ e-mail \_\_\_\_\_

**A**

I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (~~Business Owner~~) J.P. Minor Date 7/5/12  
General Counsel

**B**

\* I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Please use attachments if additional space is needed).

Signed (Business Owner) \_\_\_\_\_ Date \_\_\_\_\_

\* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility, and ...."



Schedule C-1  
"DECLARATION OF COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)  
(To be completed by the prime)

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The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

Schedule P  
"NUCLEAR FREE ZONE DISCLOSURE FORM"

---

I certify that:

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.



Schedule U  
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects). In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to Construction Services projects).

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit form may be located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

Schedule V  
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

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

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

7/5/2012  
Date

Oakland Unified School  
Company Name

1025 - 2nd Ave  
Address

Oakland  
City

CA  
State

94606  
Zip

J. Minor  
Signature of Authorized Representative

General Counsel  
Type or Print Name

Jacqueline P. Minor  
Type or Print Title

jacqueline.minor@ousd.k12.ca.us  
Phone/Email

## Pending Dispute Disclosure Form

---

**Policy** – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

**Disclosure is required** at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

**The disclosure requirement applies** to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

**Entities required to disclose** under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.

**Failure to timely disclose** pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

**Individuals, Businesses or other entities should respond below:**

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No  Yes  (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

(check)  Additional Disputes listed on Attachment

---

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: J. Minor

Print Name: Jacqueline P. Minor

Title: General Counsel Date: 7/5/12



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an X Original \_\_\_ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Oakland Unified School Phone 510-273-3283
Street Address 1025-2nd Ave City Oakland State CA Zip 94606

Type of Submission (check one) Bid [ ] Proposal [x] Qualification [ ] Amendment [ ]

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name N/A Phone - - - - -
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.
I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.
I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.
If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature: [Handwritten Signature] Date: 7.5.12
Print Name of Signer: Jacqueline P. Minor Position: General Counsel

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_/\_\_\_/\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_/\_\_\_/\_\_\_ By \_\_\_\_\_



LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA, SUITE 4340 • OAKLAND, CALIFORNIA 94612  
Department of Human Services  
PHONE: (510) 238-3121  
FAX: (510) 238-7207

October 10, 2012

Kristina Tank-Crestetto  
Oakland Unified School District  
746 Grand Avenue  
Oakland, California 94610

Dear Kristina,

I am writing to welcome your agency as an approved grantee to the Measure Y 2012-2013 Fiscal Year! The Grant Agreement, supporting documents, Scope of Work and Budget were fully reviewed and approved by the City of Oakland. Your copies are enclosed. As per your request, a copy of the Grantee Manual that was distributed at the July 19<sup>th</sup> Introductory Grantee Meeting is also in this packet. You will also find the Payment Advance check enclosed; we hope it is a timely advancement of funds.

Thank you for all you do!

Sincerely,

Priya Jagannathan  
Measure Y Interim Director

CITY OF OAKLAND  
One Frank H. Ogawa Plaza  
Oakland, CA 94612

VENDOR NO. 36074

CHECK NUMBER 776091

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
ADV-G421274JJC	H78E038-13(ANNIE)DHS-MEASURE Y	16,000.00
		16,000.00

THE FACE OF THIS CHECK IS BLUE. THE BACK CONTAINS A SIMULATED WATERMARK

CITY OF OAKLAND  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA 94612

Wells Fargo Bank, N.A.  
San Francisco, California 94104

11-24  
1210

CHECK # 776091

DATE 05-OCT-12

AMOUNT \$ \*\*\*\*16,000.00

PAY Sixteen Thousand Dollars And Zero Cents\*\*\*\*\*

TO THE ORDER OF OAKLAND UNIFIED SCHOOL DISTRICT  
1025 SECOND AVENUE  
OAKLAND, CA 94606



TWO SIGNATURES REQUIRED  
VOID AFTER 180 DAYS

⑈ 776091 ⑈ ⑆ 121000248 ⑆ 4121955231 ⑈



SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

City of Oakland  
One Frank H. Ogawa Plaza  
Oakland, CA 94612

OAKLAND UNIFIED SCHOOL DISTRICT  
1025 SECOND AVENUE  
OAKLAND, CA 94606