

Board Office Use: Legislative File Info.	
File ID Number	13-1518
Introduction Date	6/26/13
Enactment Number	13-1287
Enactment Date	6/26/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

Subject Professional Services Contract -
Trumpet Behavioral Health Pleasanton CA (contractor, City State)
922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Trumpet Behavioral Health. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2013 through 06/30/2014.

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

Trumpet Behavioral Health will provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies. The costs to fund this project are from multiple sources including the District's special education budget and significantly disproportionate resolution funds. The annual cost includes \$360,000.00 on-site local support staff (3 clinical behavior coaches) and training personnel, \$12,500.00 for 5 full days of professional development and ongoing training throughout the contract period and \$150,000.00 for the technology program licenses that will be provided to a pilot group of school sites as well as students in special education.

Discussion
One paragraph summary of the scope of work.

Approve by the Board of Education of a Professional Services Contract between District and Trumpet Behavioral Health, Pleasanton, CA, for the latter to provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports OUSD's adopted Positive Behavior Intervention Support initiative and will be utilized with both general education students, as well as special education students; focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies; contract includes an agreement to collaborate with OUSD staff to build customized data collection reporting systems for the District for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$522,500.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Trumpet Behavioral Health. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) General Spec Ed
SIG Disproportionate not to exceed \$522,500.00

Attachments

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

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PROFESSIONAL SERVICES CONTRACT 2013-2014

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than 06/30/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Hundred Twenty Two Thousand, Five Hundred Dollars (\$522,500.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ _____.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Curtiss Sarikey
Site /Dept: 922/Family, School, and Community Partnerships De
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1500

CONTRACTOR:

Name: Kenton Levings
Title: President - Insights to Behavior
Address: 5729 Sonoma Drive, Suite F
Pleasanton CA 94588
Phone: (925) 462-2281

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include
1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: RL

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR's employee(s), and/or subcontractor(s).

- 22 **Limitation of OUSD Liability** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23 **Confidentiality** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s) and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25 **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26 **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27 **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28 **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29 **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epis.gov/epis/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2013 Work shall be completed by: 06/30/2014 Total Fee \$ _____

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Certified: [Signature]
Secretary, Board of Education

Edgar Rakestraw, Jr., Secretary
Board of Education

CONTRACTOR

[Signature]
Contractor Signature

6/27/13
Date

6/30/2013
Date

6/27/13
Date

Kenton Levings
Print Name, Title

President - Insights to Beha

File ID Number: 13-158
Introduction Date: 6/26/13
Enactment Number: 13-1287
Enactment Date: 6/26/13
By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES A N ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approve by the Board of Education of a Professional Services Contract between District and Trumpet Behavioral Health, Pleasanton, CA, for the latter to provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports OUSD's adopted Positive Behavior Intervention Support initiative and will be utilized with both general education students, as well as special education students; focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies; contract includes an agreement to collaborate with OUSD staff to build customized data collection reporting systems for the District for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$522,500.00.

SCOPE OF WORK

Trumpet Behavioral Health will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ _____. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

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

Trumpet Behavioral Health will provide Insights to Behavior, a technology based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports Oakland Unified's adopted Positive Behavior Intervention Support initiative and will be utilized with both general education students, as well as special education students. The focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies. The annual cost includes \$360,000 on-site local support staff (3 clinical behavior coaches) and training personnel; \$12,500 for 5 full days of professional development and ongoing training throughout the contract period; and \$150,000 for the technology program that will be provided to a pilot group of school sites as well as students in special education. The contract includes an agreement to collaborate with OUSD staff to build customized data collection reporting systems for Oakland Unified.

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

The Insights to Behavior program and services is designed to: 1) Ensure OUSD IEPs requiring a behavior plan are completed, implemented and supported; 2) reduce the number of referrals to special education by providing an early behavioral intervention tool and service; 3) increase teachers knowledge and practice in effectively addressing behavioral issues through evidence-based behavioral assessment and support plan development; and 4) reduce out of classroom referrals to office or suspension by creating behavioral support plans designed to help student success in the classroom.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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

1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
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Insights to Behavior Proposal for Oakland Unified School District

Insights to Behavior is a technology-based program for providing professional development to all staff and individualized behavior support interventions to students with behavior challenges. The program supports Oakland Unified’s adopted Positive Behavior Intervention Support initiative and will be utilized in a Pilot with both general education students, as well as special education students. The focus will be to create capacity within District staff to better serve students in a consistent, timely manner, while reducing costs for student placements in non-public schools and costly support from non-public agencies. The initial Pilot of the program will include 1,000 Licenses (Students) of Insights to Behavior for a cost of \$150 per license, totally \$150,000.

Pilot of Insights To Behavior	1,000 Licenses (Students) Insights to Behavior for Interventions, Skills Plans, and Workshops	\$150,000 for 1 year pilot
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Professional Development is a critical piece of all successful implementations. The Pilot will include 5 days of onsite training with Insights’ lead BCBA that has led dozens of successful launch trainings. These trainings will be used to get the initial teams an understanding on the functionality and use of the program. This can include training of the principals and key staff at each of the targeted campuses, as we well as the special ed team and clinicians that will be involved in developing the behavior plans. The cost of these professional development days is \$2,500 per day, which includes travel cost.

Onsite Professional Development	5 days of Onsite professional development by Insights’ lead BCBA over implementations.	\$12,500 for 5 days
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Contracted Professional Services from two Clinicians to support in the classroom and at the implementation sites to provide a very successful model for mentoring and coaching. These personnel will be available for up to 40 hrs per week to work with the special ed teams, as well as other target groups within the district using Insights. The key purpose of these clinicians will be to create sustainability and expertise in each target area. Daily activities will likely include training, classroom observations, case review, and a collaborative session on classroom strategies and interventions. The initial year of these services as outlined is \$120,000 for each clinician totaling \$360,000.

1 Yr Professional Clinician Services	3 dedicated clinicians that will be providing training, mentoring and coaching to the Pilot groups.	\$360,000
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The total investment for the pilot of Insights to Behavior will be \$522,500.

Insights to Behavior	\$150/Student x 1,000	\$150,000
Professional Development	\$2,500 / day x 5	\$ 12,500
Contract Clinician Services	\$120,000 / person x 3	\$360,000
Total Investment for Pilot		\$522,500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2013

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology- (650) 413-4200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 959 Skyway Road San Carlos, CA 94070	CONTACT NAME: PHONE (A/C, No, Ext): (650) 413-4200		FAX (A/C, No): (650) 413-4499
	E-MAIL ADDRESS:		
INSURED Trumpet Behavioral Health, LLC Trumpet Behavioral Health and Behavioral Counseling and Research Center 5729 Sonoma Drive, Suite F, Pleasanton, CA 94566	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : Everest National Insurance Company		10120
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 6179976 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK1019135	05/09/2013	05/09/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	CA10001279121	12/14/2012	12/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Oakland Unified School District is included as Additional Insured as respects to General Liability per form#CG20260704.

CERTIFICATE HOLDER

Oakland Unified School District
 Contracts Administrator
 900 High Street
 Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

1-855-824-5669

Contact Us

Locations

Ask An Expert

Pay Your Bill



Safari Adventure Camp: Recreational Camp for Children with Special Needs

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

EVIDENCE & OUTCOMES
A Behavioral Services Blog

Trumpet Behavioral Health

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

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

Trumpet Behavioral Health East Bay, California (Pleasanton)

5729 Sonoma Dr.
Suite F
Pleasanton, CA, 94566
Phone: (925) 462-2281
eastbay@tbh.com

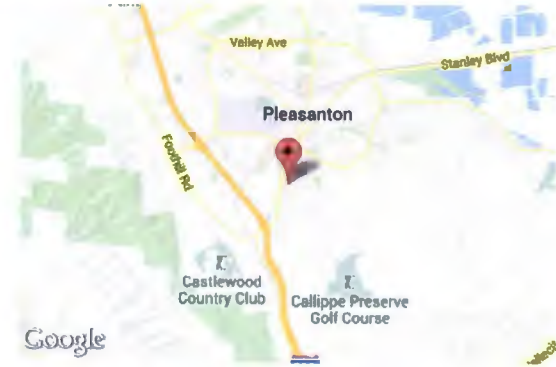
Announcements:

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

For Scheduling/Info, please contact eastbay@tbh.com

[Visit us on Facebook.](#)

[Find Us on Facebook](#)



About Our Services and Clinicians

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

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



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

- Tricare
- Aetna
- Cigna
- Blue Cross/Blue Shield
- Humana LifeSync
- We have staff to assist you with insurance questions.
>> [Contact an Insurance Specialist](#)

Our Services

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

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

Other Services include:

- In-Home Behavior Management Consultation
- Assessment

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

Supplementary Services

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

Working with Educators on Behavioral Health

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

Our School-Based Services Include:

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

[Join our online community on Facebook](#)

Our Staff

Rebecca Churchill Sterling
Regional Director

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

Jessica Cooke
Senior Consultant

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

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

Melody Tesler

Senior Behavior Analyst

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

[California Department of Developmental Services](#)

1-855-824-5669

Parents

[In-Home Consultation](#)

[Navigator Program \(Arizona\)](#)

[Parent Education Program](#)

Behavioral and Educational Support

[Early Intervention Services](#)

[Language Assessment](#)

[Functional Communication Training](#)

[Independent Living Skills](#)

[Social Skills Programs for Autism](#)

[TRICARE Military Family Services](#)

[Insurance Services](#)



Safari Adventure Camp: Recreational Camp for Children with Special Needs

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

EVIDENCE & OUTCOMES
A Behavioral Services Blog

Behavioral and Educational Support Services for Autism

Applied Behavior Analysis (ABA) Autism Educational Support for Parents

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

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

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

Our services include:

- [Early Intervention](#)
- [Language Assessment](#)
- [Functional Communication Training](#)
- [Independent Living Skills](#)
- [Social Skills Program](#)

Search Results

No records found for current search.

v1.970.20130522-1640



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

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

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Trumpet Behavioral Health	Agency's Contact	Kenton Levings				
OUSD Vendor ID #	1001214	Title	President - Insights to Behavior				
Street Address	5729 Sonoma Drive, Suite F	City	Pleasanton	State	CA	Zip	94588
Telephone	(925) 462-2281	Email (required)	kenton@tbh.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2013	Date work will end	06/30/2014	Other Expenses	\$150,000.00
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
	General Spec Ed		5825	\$12,500.00
	SIG Disproportionate		5825	\$360,000.00
			5825	\$
Requisition No. (required)			Total Contract Amount	
			\$ 522,500.00	

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Curtiss Sarikey	Phone	(510) 273-1500	
	Site / Department	922/Family, School, and Community Partnerships Department			Fax	(510) 273-1501
	Signature				Date Approved	6.17.13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature				Date Approved	6/14/13
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason	Date		
Procurement	Date Received		PO Number			