

Board Office Use: Legislative File Info.	
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Introduction Date	6/27/18
Enactment Number	18-1163
Enactment Date	6/27/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Sr. Deputy Chief, CSI Department
Neena Bawa, Executive Director, Special Education

Board Meeting Date June 27, 2018
(To be completed by Procurement)

Subject Services Agreement - The Stepping Stones Group - 975/Special Education Department (site/department)

Action Requested Approval by the Board of Education of a Services Agreement between the District and The Stepping Stones Group. Services to be primarily provided to Special Education Department for the period of February 26, 2018 through June 7, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. The Stepping Stones Group, LLC (SSG) is a family of healthcare companies that provides therapeutic behavioral health services to a variety of public school districts and private learning centers with over 30+ years of experience in schools.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Services Agreement between District and The Stepping Stones Group, Sunnyvale, CA, for the latter to provide a Behavioral Specialist to provide support and guidance services utilizing best practices for educationally relevant interventions, mentoring and problem solving, and act as liaison between the school site and the Special Education Department, for the period of February 26, 2018 through June 7, 2018, in an amount not to exceed \$34,125.00.

Recommendation Approval by the Board of Education of a Services Agreement between the District and The Stepping Stones Group. Services to be primarily provided to Special Education Department for the period of February 26, 2018 through June 7, 2018.

Fiscal Impact Funding resource name (please spell out): Special Education in an amount not to exceed \$34,125.00.

Attachments

- Services Agreement
- Exhibit A - Billing Information Form
- Exhibit B - Assignment Confirmation



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0776

Department: 975/Special Education

Vendor Name: The Stepping Stones Group

Contract Term: Start Date: 2/26/18 End Date: 6/7/18

Annual Cost: \$ 34,125.00

Approved by: Neena Bawa, Sondra Aguilera

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This vendor has previously provided services for OUSD. The Stepping Stones Group, LLC (SSG) is a family of healthcare companies that provides therapeutic behavioral health services to a variety of public school districts and private learning centers with over 30+ years of experience in schools.

Summarize the services this Vendor will be providing.

The Stepping Stones Group will provide a Behavioral Specialist to provide support and guidance services utilizing best practices for educationally relevant interventions, mentoring and problem solving, and act as liaison between the school site(s) and the Special Education Department.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



The Stepping Stones
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
1290 Kifer Rd, Ste 301
Sunnyvale, CA 94086
Phone: 408-331-2181 Fax: 408-519-3457
www.alphavistausa.com

SERVICES AGREEMENT

This Services Agreement ("Agreement") made as of **February 26, 2018**, by and between **101 Therapy Staffing, Inc.**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and **Oakland Unified School District, 1011 Union Street, Oakland, CA 94607** ("Client"). It is hereby agreed as follows:

FEES: Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

Discipline	Bill Rate
Behavior Specialist	\$70.00 per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of **37.5** hours per week; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client. Any hours worked that are subject to state or federal statutory overtime requirements will be billed at 150% of bill rate. Client will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to Client with no mark-up. Client agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

PAYMENT TERMS: Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, Contractor may suspend performing further work.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.



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CONFIDENTIALITY: Client agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. Client further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the Client. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: Client agrees to cooperate fully, and to provide assistance to, Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: The Term of this Agreement will end on **June 7, 2018** and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to Client commits an act of professional or ethical misconduct. Client agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as Client becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if Client discontinues operations or (ii) if Client fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold Client and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, Client will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for



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which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in California. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

CONTRACTOR:

CLIENT:

Jay Totter

Aimee Eng

Signature

Aimee Eng

Joseph "Jay" Totter

President, Board of Education 6/28/18

Name

Kyla Johnson Trammell

Vice President, School Services

Kyla Johnson Trammell

Title

Secretary, Board of Education 6/28/18

February 26, 2018

Date

Date

Notices:

Notices:

101 Therapy Staffing, Inc.
1290 Kifer Rd., Suite 301
Sunnyvale, CA 94086
Phone: 408-331-2181

Oakland Unified School District
1011 Union Street
Oakland, CA 94607
Phone: 510-879-8200

Legislative File Id. No. 18-0776

Introduction Date: 6/27/18

Enactment No.: 18-1163

Enactment Date: 6/27/18

By: er

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]*
Michael L. Smith, Attorney at Law

6/11/18

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at

<https://www.sam.gov/>

ADDENDUM TO THE STEPPING STONES GROUP – OAKLAND UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

This Addendum amends and modifies the Service Agreement (Agreement) between The Stepping Stones Group (CONTRACTOR) and Oakland Unified School District (OUSD), and is incorporated into the Agreement as if fully set forth therein.

1. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by the 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, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

2. Invoicing: Invoices furnished by CONTRACTOR under the Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

3. Notices: All notices and invoices provided for under the 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:

OUSD Representative:

Name: Neena Bawa, Executive Director

Site /Dept.: 975/Special Education

Address: 1011 Union Street
Oakland, CA 94607

Phone: (510) 879-8176

Email: Neena.Bawa@ousd.org

CONTRACTOR:

Name: Evelyn Robinson

Title: Admin/Operations Manager

Address: 1290 Kifer Rd, Dte 301
Sunnyvale, CA 94086

Phone: 669-777-6832

Email: erobinson@thestepingstonesgroup.com

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

4. Status of Contractor: The Agreement is not an employment contract. CONTRACTOR, in the performance of the 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.

5. Insurance:

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

- i. If CONTRACTOR employs any person to perform work in connection with the 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.

CONTRACTOR check and initial by one of the boxes below:

ERT

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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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 the Agreement, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
6. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.
 7. **Assignment:** The obligations of CONTRACTOR under the Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 8. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 9. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 10. **Indemnification:** The provision of the Agreement entitled "Indemnification and Limitation of Liability" survives termination of the Agreement.
 11. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under the 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 its 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 Subcontractors in connection with the services performed under the 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.
 12. **Waiver:** No delay or omission by either party in exercising any right under the 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.
 13. **Conduct of CONTRACTOR:** By signing the Agreement and this Addendum, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under the 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 contact with OUSD pupils in providing services to the District under the Agreement."

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

14. **No Rights in Third Parties:** The Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided therein.
15. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
16. **Limitation of OUSD Liability:** OUSD's financial obligations under the Agreement shall be limited to the payment of the compensation provided in the Agreement. Notwithstanding any other provision of the 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, the Agreement for the services performed in connection with the Agreement.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of the Agreement. Contractors will be permitted access to student data only where permissible under state and federal law.
18. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by the Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under the Agreement, and in the event of change in either private interest or services under the 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 the 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 the Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
19. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing the Agreement, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
20. **Jurisdiction:** The Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret the Agreement.
21. **Incorporation of Recitals and Exhibits:** The Recitals and any exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent (a) any recital or document incorporated herein OR (b) any recital or document other than this Addendum that is incorporated by the Agreement conflicts with any term or provision of this Addendum, the terms and provisions of this Addendum shall govern.
22. **Integration/Entire Agreement of Parties:** The Agreement and this Addendum constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. The Agreement and this Addendum may be amended or modified only by a written instrument executed by both Parties.
23. **Counterparts:** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
24. **Signature Authority:** Each party has the full power and authority to enter into and perform the Agreement, and the person signing the Agreement and this Addendum on behalf of each Party has been given the proper authority and empowered to enter into the Agreement and Addendum.
25. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of the Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. The Agreement shall be deemed approved when it has been signed by the Board of Education and/or the Superintendent as its designee.
26. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Agreement and Addendum the W-9 form.

27. **Contract Publicly Posted:** The Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Long 6/28/18

- President, Board of Education
 Superintendent
 Chief or Deputy Chief

D. J. [Signature] 6/28/18
Secretary, Board of Education

CONTRACTOR 101 Therapy Staffing, Inc. dba The Stepping Stones Group

Jay Totter
Contractor Signature

Joseph "Jay" Totter, Vice President, School Services
Print Name, Title

Legislative File Id. No. 18-0776
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By: er

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]*
Michael L. Smith, Attorney at Law
6/11/18

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **5/21/2018** **4/5/2018**

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 have ADDITIONAL INSURED provisions or 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).

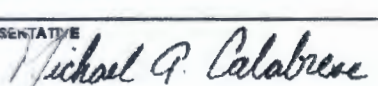
PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1440913 101 Thrapy Staffing, Inc. 1290 Kifer Rd., Ste. 301 Sunnyvale CA 94086	INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058	
	INSURER B: The Hartford Insurance Pool	
	INSURER C: Republic Indemnity Company of America 22179	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15309322 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PHPK1655653	5/21/2017	5/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	34 UUN VT9797 K2	5/21/2017	5/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	PHUB584443	5/21/2017	5/21/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34 WE BX6853 25088302	5/21/2017 5/21/2017	5/21/2018 5/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	PHPK1655653	5/21/2017	5/21/2018	\$1M Each wrongful act / \$3M aggregate \$5,000 Each Claim Retroactive Date: 7/1/2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District is included as additional insured as required by written contract.

CERTIFICATE HOLDER 15309322 Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94607	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 
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The Stepping Stones GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
1290 Kifer Rd, Ste 301
Sunnyvale, CA 94086
Phone: 408-331-2181 fax: 408-519-3457
www.alphavistausa.com

ASSIGNMENT CONFIRMATION

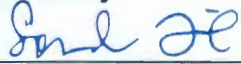
This Assignment Confirmation ("Agreement") made as of **February 26, 2018**, by and between **101 Therapy Staffing, Inc.**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and, **Oakland Unified School District** ("Client"). The purpose of this Agreement is to establish rate and billing information for the candidate and their services listed below:

Employee's Name:	Susan Tuck
Discipline:	Behavior Specialist
Billable Hours/Week:	7.5 hrs. per day/ 5 days per week/ 37.5 hrs. per week
Bill Rate:	\$70.00 per hour
Additional Info:	Not to exceed \$34,125.00 \$70.00 per hr. X 7.5 hrs. per day X 65 days=\$34,125.00 Reut Hadley reut.hadley@ousd.org (Non NPA Contract Contact)

Billing Information

A/P Contact Name and Title: Sue (Suchan) Kuang Vendors A-D		
A/P Email Address: Suchan.kuang@ousd.org		
Mailing Address: 1011 Union St		
City: Oakland	State: CA	Zip 94607
A/P Phone Number: 510-879-0831		
<i>Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.</i>		
Special Billing Instructions:		


Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.



 Client Signature

 Sondra Aguilera

 Name



 Title

 Date



The **Stepping Stones**
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
1290 Kifer Rd, Ste 301
Sunnyvale, CA 94086
Phone: 408-331-2181 Fax: 408-519-3457
www.alphavistausa.com

EXHIBIT A: BILLING INFORMATION FORM

To be completed and submitted with Agreement

Client Name: Oakland Unified School District		
A/P Contact Name and Title: Sue (Suchan) Kuang Vendors A=D		
A/P Email Address <i>(note: all invoices will be emailed, unless otherwise specified below):</i> suchan.kuang@ousd.org		
Mailing Address: 1011 Union Street		
City: Oakland	State: CA	Zip: 94607
A/P Phone Number: 510-879-0831		
A/P Fax Number:		

Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.

Special Billing	
Instructions:	Not to exceed \$34,125.00 (\$70.00 per hour x 7.5 per day x 65 days = \$34,125.00)

Sandra Aguilera

Client Signature

Sandra Aguilera

Name

Sr. Deputy Chief

Title

3/2/18

Date



The Stepping Stones
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

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EXHIBIT B:
ASSIGNMENT CONFIRMATION

A copy of this Exhibit A to be completed for each employee assigned by Contractor to Client and incorporated by reference into the Services Agreement.

Employee Assignment Information:

Employee's Name:	Susan Tuck
Discipline:	Behavioral Specialist
Billable Hours/Week:	7.5 hrs. per day/ 37.5 hrs. per week/ 5 days per week
Bill Rate:	\$70.00 per hour
Additional Info:	Start Date: February 27, 2018 Hours: 8:30 am to 3:30 pm

[Handwritten Signature]

Client Signature

Sandra Aguilera

Name

Sr. Deputy Chief

Title

Date

SAM Search Results
List of records matching your search for :

Search Term : the* stepping* stones* group*
Record Status: Active

No Search Results