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## Board Cover Memorandum

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director, Special Education Stacey Lindsay, Special Education Director, Related Services: Psychological and Mental Health
<b>Meeting Date</b>	June 21, 2023
<b>Subject</b>	Services Agreement 2022-2023 and a Data Sharing Agreement 2022-2023 - RFP) # 22-132PECLincoln Families – Special Education Department
<b>Ask of the Board</b>	<input checked="" type="checkbox"/> Approve Services Agreement <input type="checkbox"/> Ratify Services Agreement
<b>Services</b>	Approval by the Board of Education of a Services Agreement 2022-2023 and a Data Sharing Agreement 2022-2023 by and between the District and Lincoln Families, Oakland, CA, for the latter to provide comprehensive mental health services to students with an Individual Education Program (IEP) who require Educationally Related Mental Health Services (ERMHS) to access their specialized academic instruction to those students placed in the mental health specific (also known as a counseling enriched) special day classes at Skyline High School; individual and group therapy in accordance with student IEPs; milieu services and other collateral or consultative work to support the student, the broader IEP team and school staff who engage with the students as per RFP #22-132PEC, for the period of July 16, 2023 through June 30, 2026, in an amount not to exceed \$1,351,593.00.
<b>Term</b>	Start Date: July 16, 2023                      End Date: June 30, 2026
<b>Not-To-Exceed Amount</b>	\$ 1,351,593.00 for the term of the 3 year contract.

<b>Competitively Bid</b>	Yes
<b>In-Kind Contributions</b>	<i>Oakland Unified School District will provide space for the IEP driven confidential therapeutic services to be provided.</i>
<b>Funding Source(s)</b>	RES 6500 Special Education
<b>Background</b>	<p>Since 1986, mental health services mandated through IEPs have been provided to our students through Alameda County Behavioral Health (ACBH) based on Assembly Bill 3632. In 2010, AB 3632 was repealed and replaced by AB 114, returning the responsibility of IEP related mental health services to Special Education Local Plan Areas and their districts and SELPAs. ACBH continued to partner with the districts of Alameda County, including OUSD. In June 2022, school districts were notified by ACBH of their gradual withdrawal from providing Educationally Related Mental Health Services (ERMHS) with a final end date of June 30, 2023. As of July 1, 2023, the provision for ERMHS will be the sole responsibility of OUSD/Oakland SELPA to implement as federally and state mandated in student IEPs who have been determined to require such services in order to access their specialized academic instruction (SAI).</p> <p>Lincoln Families (Lincoln) was selected for the Counseling Enriched (SDC) based on their ability to provide trained mental health clinicians and behavioral support staff, their roots within the broader Oakland community (and, thus, their familiarity with students like ours in the CE programs), and ability to provide a program that meets the needs of our students at Skyline High School. Lincoln has a long standing history of being one of the providers partnering with OUSD through ACBH, providing the mental health services to our students within several of our CE programs over many years, including Skyline High School. Their selection will allow Skyline High School CE students the continuity of care that is so important to make progress with therapeutic services, as well as provide the continuity of services of the two CE SDC programs currently on the Skyline High School campus</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>● Services Agreement 2022-2023 with Lincoln Families</li> <li>● Data Sharing Agreement 2022-2023</li> <li>● Lincoln Families Proposal to RFP #22-132PEC</li> <li>● Request for Proposal (RFP) #22-132PEC - Special Education Educationally Related Mental Health Services for Oakland Unified Students</li> </ul>

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
Lincoln Families.

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
July 16, 2023.

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):  
June 30, 2026.

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
    - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
    - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
    - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:  
\$1,351,593 for the term of the 3 year contract.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services

are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**VENDOR**

Name: Allison Becwar  
Title: President and CEO, Lincoln  
Address: 1266 14th Street  
City, ST Zip: Oakland, CA 94607  
Phone: 510-273-4700  
Email: [allisonbecwar@lincolnfamilies.org](mailto:allisonbecwar@lincolnfamilies.org)

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. **Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
  - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warranties.

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
  21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
  22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  23. **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 subsequent act from constituting a violation of this Agreement.
  24. **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.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR 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.sam.gov/>).

27. **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 described in Paragraph 8 (Compensation). 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.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to 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 this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Allison Becwar Signature: Allison S Becwar, JCSW

Position: CEO, Lincoln Date: 5/16/2023

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Mike Hutchinson

Name: ~~Michael Hutchinson~~ Signature: \_\_\_\_\_

Position: Board President Date: \_\_\_\_\_

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Secretary, Board of Education Date: \_\_\_\_\_

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Lincoln Families will provide two Full-Time Mental Health Clinicians (LPHA), one per CE SDC classroom at Skyline High School, one Full-time trained mental health aide or behavioral technician (referred to as Case Manager - CM) who will focus on classroom management, care management within and outside of school, college and career planning, teacher support, and functional behavioral analysis. The Case Manager will be shared equally between the two CE SDC classrooms at Skyline. The classroom teams will be supported by a qualified mental health and behavioral coach or milieu supervisor (referred to as Program Supervisor) at 0.5 FTE. The Program Supervisor will provide professional development, facilitate team meetings, provide live supervision, direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families and school staff. In addition to the Program Supervisor, ERMHS staff will be closely supervised and supported by Lincoln's School-Based Leadership Team, which includes their School Based Services Program and Clinical Directors, as well as Clinical Supervisors. A representative from Lincoln will meet on a monthly basis with OUSD Special Education Leadership team members for regular updates on program progress.

The IEP services the Lincoln staff will be required to provide include: individual and group counseling in accordance with student IEPs, therapeutic milieu support in the classroom throughout the school day, outreach and engagement with families, family counseling (when required), ongoing assessment of student needs, behavioral supports within the classroom and broader school community, psychiatric medication management referrals (when appropriate), participation in the IEP process, case management and linkage to resources, and crisis prevention and intervention, as well as training for school site staff on mental health and behavior as described in Lincoln's proposal. Classroom team members and their supporting Lincoln staff will engage in weekly team meetings for effective alignment on student needs and either biweekly or monthly with school site leadership for alignment with the broader school climate and culture.

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality,*

*planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

The above services would be expected to continue through a telehealth/teletherapy format, and through in-person services at the student's home and/or mutually agreed upon (district family and Lincoln staff) location.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Monthly Rate: \$40,958 per month  
***Invoices shall be paid on the basis of services rendered, and costs shall be reduced if Vendor is unable to provide full staffing as described in 1A.***

**2. Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

As a result of these services, students placed in the Skyline High School CE SDC program will receive the federally and state mandated IEP services, maintaining federal and state compliance. Further, the students provided with Lincoln's services while placed in the Skyline High School CE SDC program will potentially have the continuity of care from current mental health clinicians in the program, and across the two classrooms for stronger cohesion between the two classrooms,

which increases the therapeutic benefits for the students. The students will be able to develop emotional regulation so they may engage in academic instruction and keep them on track for graduation; increase attendance at school; reduce disciplinary challenges; and develop coping skills they may continue to use throughout their lifetime for success beyond their education in OUSD. Students will demonstrate progress as measured on their IEP goals, attendance records, disciplinary records, and credits earned/grades.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:  
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
  - Meeting announcement for meeting in which the SPSA modification was approved.
  - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

## DATA SHARING AGREEMENT 2023-2024

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

Lincoln Families

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
  - a. This Agreement shall start on the below date (“Start Date”): July 16, 2023  
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
  - b. The work shall be completed no later than the below date (“End Date”): June 30, 2026  
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
  
- OUSD Data includes personally identifiable information from a student record, and:
  - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
  
  - RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)
  
  - RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
  
  - RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)
  
  - RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.
  
  - The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in

**Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
  - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may

issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**RECIPIENT**

Name: Allison Becwar  
  
Title: President and CEO, Lincoln  
Address: 1266 14th Street  
City, ST Zip: Oakland, CA 94607  
Phone: 510-273-4700  
Email: allisonbecwar@lincolnfamilies.org

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

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees 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. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;

- (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
- (x) RECIPIENT can negotiate its own rates;
- (xi) RECIPIENT can set its own hours and location of work; and
- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. **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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.

25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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 subsequent act from constituting a violation of this Agreement.
27. **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.
28. **Conflict of Interest.**
  - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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.
  - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT 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.sam.gov/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as 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.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall

conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to 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 this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **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.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the

receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**RECIPIENT**

Name: Allison Becwar Signature: Allison S Becwar, JCSW

Position: CEO, Lincoln Date: 5/16/2023

**OUSD**

Mike  
Name: Michael Hutchinson Signature: [Signature]

Position: Board President Date: 6/22/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: [Signature]

Position: Secretary, Board of Education Date: 6/22/2023

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Lincoln will require access to our Special Education information system (currently Special Education Information Systems (SEIS)) in order to review IEPs and psychological evaluations completed in order to determine the most appropriate means of providing mental health services to the students on their caseloads within the CE SDC program at Skyline High School. Additionally, Lincoln personnel working directly with students will be required to update progress on goals and create new IEP goals in collaboration with OUSD staff. They would also require access to the district's SIS, currently Aeries, in order to gather attendance data and grades/credit history so that student goals may incorporate this information when working with students. Access to Aeries would also allow them to retrieve student schedules so they may support in the general education setting for those students who are mainstreamed.

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Lincoln has been a longtime partner through Alameda County Behavioral Health (ACBH) to provide mental health services to OUSD students in mental health based classrooms as well as providing mental health services to individual school sites for the broader school community. The most recent contracts between ACBH and OUSD are Enactment Number 23-0732 with an Enactment Date of 4-26-23, Enactment Number 22-1813 with an Enactment Date of 10-26-22, and Enactment Number 22-1812 with an Enactment Date of 10-26-22.

**3) Site/Department to Provide Data** (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Special Education Department, Tech Services Department

**EXHIBIT B**

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	<input type="checkbox"/>
Attendance	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Number of Suspensions	<input checked="" type="checkbox"/>
	Days suspended	<input checked="" type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>

	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>

Parent/Guardian Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>

	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Other	List additional data elements here	<input type="checkbox"/>
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## **Response to RFP No. 22-132PEC**

Submitted to: Oakland Unified School District

procurement@ousd.org

Submitted by: Lincoln Families

Proposal Contact: Jessica Ekstrom

[jessicaekstrom@lincolnfamilies.org](mailto:jessicaekstrom@lincolnfamilies.org)

510.851.5196

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## **Cover Letter**

Lincoln Families (Lincoln) aims to continue a build upon a strong, effective partnership already in place with Oakland Unified School District (OUSD). Lincoln currently provides effective ERMHS Counseling Enriched Special Day Class (CESDC) services at Oakland Academy of Knowledge Elementary (OAK), Skyline High School, and McClymonds High Schools in OUSD. The proposed services over the next three years will provide a comprehensive continuum of mental health services for students with IEPs placed in these classrooms. Services will help students transition to the least restrictive setting, and for high school students, help them graduate and fulfill their college and career goals. Lincoln is a valued partner at school sites because the team works diligently to become a part of the school community. This assists our interventions to help students work towards their goals and scaffold their progress within both curricular and extra-curricular school settings. Our team of professionals, trained in assessment, special education, intensive mental health services, resource management, Crisis Prevention Intervention (CPI), behavior analysis, trauma-informed and healing centered practices, and a cultural humility mindset, have deep experience working with students, families, and teachers to remove roadblocks that impede access to academic success.

Established in 1883, Lincoln is a highly experienced provider of mental health services and continuum-of-care supports to youth and families involved in the child welfare, juvenile justice, and educational systems. Since 1997, Lincoln has provided mental health services in general education and special education environments and currently partners with four school districts across the East Bay (Oakland, Antioch, Hayward, Pittsburg). Using best practices, Lincoln provides special education classrooms with integrated mental health services for children facing complex trauma and severe emotional and behavioral challenges. We currently provide a range of services and supports at 50 public schools. Specifically in OUSD, Lincoln provides mental health and case management services at 19 schools. Specifically related to ERMHS, Lincoln currently provides programming in Counseling Enriched Special Day Classes at the following sites: OAK (Intensive Counseling Enriched), Skyline, and McClymonds.

Lincoln has decades of experience serving the Oakland community, and is committed to supporting educational equity in schools. Students of color are disproportionately placed in special education, and in particular, African American students. Therefore, it is essential to acknowledge social inequities and structural discrimination in order to authentically engage with students and their families and accomplish strong outcomes. Cultural responsiveness is an integral aspect of all our programs and services and staff receive regular trainings, supervision and coaching from Lincoln and collaborative partners that focus on building awareness of diversity, equity, and inclusion at the intrapersonal, interpersonal and systemic levels, focusing on the impact of culture upon approaches to intervention with children and families.

Lincoln's school-based behavioral health programs in Oakland are built on a foundation of collaborative partnership, with which Lincoln has deep and longstanding experiences in developing and sustaining. We know that the accomplishments and health of each student is built on a successful partnership with school administrators and teachers, which we take very seriously. With 25 years of providing school-based services, Lincoln has gained a wealth of knowledge regarding how best to cultivate and nurture these critically important relationships. Additionally, the CEO, SBS Program Director and SBS Clinical Director all began as direct service providers in Lincoln's OUSD mental health programs, speaking again to the deep roots and commitment to collaboration with OUSD. As Lincoln provides services to over 50 schools and child development centers, we are adept at "being guests in someone else's house" and have first-hand experience in effective collaboration for school based behavioral health programs. We

recognize and honor the expertise our school partners have in academic strategies and interventions. We leverage our expertise in social emotional learning, trauma-informed and culturally responsive therapeutic interventions and crisis assessment/protocols in order to complement schools' efforts. The combination of institutional knowledge, deep relationships within the districts, and understanding of family challenges within the community served, creates unparalleled stability and effectiveness for our behavioral health programs. The combined diverse school and community based experience make resolving partnership problems more effective and meaningful.

Lincoln brings the same core principles and foundational learnings to every school we work in. Embedded in those principles is a belief that we all have talents and contributions to share while also acknowledging we are lifelong learners. This leads to high quality services at all sites while maintaining individual variations in services by school site. If a school has structures in place that are leading to desired outcomes, we gladly find ways to support what is working. If there are institutional challenges that are getting in the way of success, we will join as thought partners and share our expertise and ideas. School administrators consistently give Lincoln staff high marks for quality services and last year, every Oakland administrator (100%) said they would recommend Lincoln to another school.

Agency Name: Lincoln Families (referred to also as Lincoln)

Proposal Contact: Jessica Ekstrom, Foundation Relations and Grants Manager, [jessicaekstrom@lincolnfamilies.org](mailto:jessicaekstrom@lincolnfamilies.org), 510.851.5196

School Based Services Contact: Ana Mejia, School Based Services Director, [anamejia@lincolnfamilies.org](mailto:anamejia@lincolnfamilies.org), 510.506.3658

Fiscal Contact: Bing Estrada, Chief Financial Officer, [bingestrada@lincolnfamilies.org](mailto:bingestrada@lincolnfamilies.org) , 510.381.3521

## **Proposed Staffing**

Lincoln proposes different structures for the classrooms, based on the developmental needs and strengths of the students. At the elementary level, we propose the following structures at OAK (2 classrooms): one Clinician (LPHA) and two trained mental health aides or behavioral technicians (referred to as Behavior Intervention Specialists - BIS) per classroom, who will focus on classroom management, teacher support, and functional behavioral analysis. If awarded the contract, Lincoln would begin hiring both clinicians for each classroom, and a BIS for each classroom plus a 3rd BIS to support both classrooms. Together with the district and classroom teams, we would assess if each classroom functions best with 1 or 2 BIS supporting it.

At the high school level, we propose the following structures at Skyline (2 classrooms) and McClymonds (1 classroom): one Clinician (LPHA) per classroom, and one part-time trained mental health aide or behavioral technician (referred to as Case Manager - CM) who will focus on classroom management, care management within and outside of school, college and career planning, teacher support, and functional behavioral analysis. At Skyline, this will be a full-time CM split between two classes. At McClymonds, this will be a part-time CM focused on the one class.

The classroom teams will be supported by a qualified mental health and behavioral coach or milieu supervisor (referred to as Program Supervisor). The Program Supervisor will provide professional development, facilitate team meetings, provide live supervision, direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families and school staff. The number of classrooms awarded will determine if the Program Supervisor is part-time or full-time.

In addition to the Program Supervisor, ERMHS staff will be closely supervised and supported by Lincoln's School-Based Leadership Team, which includes our School Based Services Program and Clinical Directors, as well as Clinical Supervisors. The leadership team are considered indirect staff, but are integral to the success of the program. Our clinical leaders are licensed plus 2 years through the Board of Behavioral Sciences. Our program leaders have significant experience in school-based mental health programming and all have deep relationships in OUSD.

Lincoln's Clinician will act as the primary point person with OUSD teachers. They will develop an integrated services plan for each student and coordinate all referrals. Lincoln's Behavior Intervention Specialists (elementary) and Case Managers (high school) will support the daily implementation of each student's behavioral support plans with a strong focus on managing emotions, positive communication, self-regulation, and transitions to the least restrictive environment. They will work closely and collaboratively with the Clinician, OUSD teacher, and other program staff to help address challenges, classroom variables, and daily activities. Students will participate in individual therapy, at a minimum, once a week; those with more intensive needs will participate more frequently. Group therapy will also happen at least twice weekly and the specific frequency will be determined by the multidisciplinary treatment team. We will also provide access to a well-qualified psychiatrist who has experience working with the student population. Lincoln currently works with Bay Area Clinical Associates (BACA) and would expand our work with them if awarded this contract. They will provide psychiatric assessment and medication management.

The Clinician is responsible for the development of an integrated services plan that identifies the student's and family's strengths and needs, to support transition to a normative academic environment. The Clinician also coordinates referrals for additional psycho-educational

assessments, psychiatric evaluations, needed social services, and facilitates individual, group and family therapy as warranted by the student's IEP. The Clinician serves as the student's primary behavioral support team coordinator and liaison with the teacher and other school staff. When not conducting individual and/or group counseling with students, or collateral work with family members, the Clinician's role during academic instruction is to collaborate with the team on behavioral interventions and crisis management.

The BIS/CM role has bachelor's level degrees in a social science and is responsible for the implementation of the student's treatment plan, functional behavior analysis, providing crisis support, classroom management and teacher consultation. Our BIS/CM team is an integral part of a student's behavioral support team and works with caregivers, clinicians, teachers, instructional aides, and other program staff to address the environmental variables that may be contributing to problems with behavior challenges affecting a student's safety and ability to learn. Our BIS/CM team also supports youth to increase their time in the general education environment, from supporting students with individual counseling and monitoring during general education classes to providing services that support communication and transitions between the mainstream classroom and the ERMHS classroom. Through interventions such as positive reinforcement and redirection, the BIS/CM supports students' behavioral and emotional needs, allowing the teacher the ability to concentrate on instruction. The BIS/CM also collaborates with the team on crisis management and academic IEP goals.

The part-time milieu supervisor position (referred to as Program Supervisor) per site will provide professional development, facilitate team meetings, provide live supervision and direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families and school staff. In addition, the Program Supervisor will provide psychoeducation to teachers when needed regarding the social emotional needs of the students, will provide training on trauma informed interventions to Lincoln staff, as well as provide support in coordinating community outings and field trips for students. They will also implement Tier 1 supports in the classrooms, such as developing the classroom's incentive system, toolbox, and other trauma-informed interventions.

The Clinical Supervisor and Program Supervisor who have experience with both Special Education and Mental Health directly support this team. They provide direction on program structure as well as live supervision on site. The Supervisors work closely with the team on program design, referrals to the classroom as well as ongoing communication regarding the progress of the students. They provide oversight and vision of the larger educational, behavioral and emotional goals within the district and collaborate with the Director of Special Education to ensure that Lincoln's programming aligns with the OUSD vision.

As mentioned, it is Lincoln's intention to expand our contract with Bay Area Clinical Associates (BACA) to provide psychiatric assessment and medication management as needed. Lincoln's Clinical Director currently manages the contract and oversees their services and will continue to do so if awarded this contract. Lincoln's relationship with BACA has led to streamlined and responsive medication support for students who would otherwise be put on significant waitlists to receive care. In addition, Lincoln intends to contract with OTTP (Occupational Therapy Training Program) to provide 6-10 hours per week of services within the classrooms. Lincoln has been partnering with OTTP, and their milieu supports are a powerful enhancement, as many of the students in the classrooms struggle with sensory integration, creating a barrier to learning.

Training and ongoing coaching of our staff is critical to the success of the classroom. Most of the youth with whom we work have intense and complex behaviors frequently stemming from a

combination of trauma, loss, and learning or processing differences. Working in this setting requires that staff come into the classroom with a robust toolkit of resources to support them. Lincoln staff receive training in a variety of salient and applicable topics such as: Clinical Assessment, Positive Behavioral Support, Trauma-Informed Practices, Cultural Humility, Attachment Theory, Motivational Interviewing, Crisis Prevention & Intervention, Multiple Intelligence and Special Education Laws & Best Practices. This ensures that they understand the functions of students' behaviors, recognize how to intervene effectively and interact within the educational system in a way that supports the students' academic goals.

We utilize the Child and Adolescent Needs and Strengths Assessment (CANS) at the beginning of treatment, annually and at discharge to identify where a student needs supports, as well as monitor progress on those identified areas. Our staff are trained in a variety of complementary theories and practices that help them understand the systems affecting students' learning and the functions of their behaviors. Additionally, staff receive extensive training and support around secondary trauma and self-care. This helps Lincoln staff understand their own stressors and improves retention.

We are committed to the retention and professional development of a highly qualified and diverse workforce. Our comprehensive training program prepares staff to deeply understand our programs and who we serve, helps increase job and industry knowledge, and fosters continuous skills development so staff have the opportunity to advance and grow at Lincoln. Recognizing the secondary trauma many of our staff experience while supporting families, Lincoln provides a VITAL comprehensive wellness plan for every employee. VITAL plans are co-created by the employee and their supervisor, utilizing self-assessment information that reflects on compassion satisfaction and fatigue, including burnout. This information is utilized to design an individualized wellness plan that is partially funded by Lincoln and monitored regularly in supervision.

Every employee has a professional development goal co-developed with their supervisor annually. In both VITAL and professional development goals, the employee commits to certain actions and the supervisor identifies how Lincoln can concretely support their goals. This could include assigning an employee with a secondary supervisor to coach on a particular skill set, sending an employee to a conference, training, or certification program or providing them a mentor in the organization to strengthen their leadership skills. Lincoln strongly prefers internal promotions, which is reflected in our current leadership structure, with more than 75% of leaders being promoted from within.

Every employee has a Diversity, Equity and Inclusion goal. We ask each person to reflect on implicit bias and its impacts on students, families, their colleagues and themselves at the intrapersonal, interpersonal and systemic levels. Goals are set and supervisors engage in dialogue to determine how the agency can best support that goal.

Lincoln Families' Human Resources department, Training Institute, and its hiring managers have developed a strong partnership in the recruitment, hiring, training, and retention of staff to create a highly qualified and diverse workforce that effectively meets clients' needs. Lincoln Families has been intentionally focused on improving the demographic make-up of our workforce to better reflect the communities we serve and, as an innovative nonprofit leader delivering programs that strengthen families and change lives, we attract passionate employees who come together from all walks of life and experiences to serve children, youth and families. We share common goals to disrupt the cycles of poverty and trauma, to face issues of systemic racism, equity and diversity, and to make a difference in our communities. Our staff are committed to the communities we

serve and often have long standing relationships in the immediate school community. Additionally, we make sure to hire staff who speak threshold languages represented at the schools we serve.

## **Related Experience**

Lincoln provides mental health services in 50 elementary, middle, and high schools throughout Oakland, Hayward, Pittsburg, and Antioch Unified School Districts for students identified through both general education and special education. Key programs include:

**Helping Open Pathways to Education (HOPE)**, providing individual, group and family therapy, case management, crisis intervention and school-wide supports. Lincoln's staff partners with each school to support their efforts in implementing school-wide strategies such as MTSS (Multi-Tiered Systems of Support) or PBIS (Positive Behavior Intervention Strategies). Additionally, Lincoln provides HOPE services at both OAK and Skyline. We cannot underscore how impactful the layering of services and leveraging of resources can be when we have multiple programs at one school site. This increases our ability to holistically support students. Logistically, it helps our staff with coverage plans, and sharing a greater variety of talents and experiences, while reducing the complexity for school administrators in coordinating care on their school sites.

**Excellence through Counseling, Education, and Learning (EXCEL)**, collaborates with Special Education Local Plan Areas (SELPAs) and school districts to meet the individual needs of students with special education and behavioral health issues. With the goal to serve students within their school environment, Lincoln's EXCEL program teams up with schools and districts to provide integrated special education/behavior support services that address students' Individual Educational Plan (IEP) service needs. Services are provided at multiple levels - through counseling enriched classrooms and individualized services such as behavior supports, individual and group therapy, speech and language, occupational therapy and autism services.

**West Oakland Initiative (WOI)**, providing literacy and case management supports to students at all developmental levels in OUSD's West Oakland school sites. WOI works with students and their families to identify barriers to academic engagement and with schools to create more welcoming and engaging learning opportunities for all students. Providing academic interventions, in-class supports, parent engagement, and case management to strengthen literacy rates, address SEL, and self-empowerment, WOI staff collaborate with school teams to provide personalized, responsive care to students and families who are struggling or need extra support. Of note, WOI provides services at McClymonds, again layering services and leveraging resources for the students and staff of the ERMHS classroom.

Most of the students we serve have been diagnosed with anxiety and depression related to complex trauma, and often their pain can be evident through their externalizing behaviors. These behaviors may include severe attention difficulty, high levels of anxiety, suicidal ideation, defiance and impulsivity to extreme hypervigilance, mood swings, and distortion in thinking and perception that significantly impairs their school functioning. Many have been struggling with mental health issues since the beginning of their school experience. Because of this, we know that relationships are primary. At the core of all interactions is a commitment to consistent and reliable relationships. Driven by research that relationship building is foundational to healing, our staff utilize a series of trauma-informed interventions to build connection. Our staff invest significant energy into being predictable adults that the students and families can rely on. Because so many of the youth we serve have experienced disrupted attachments with key people in their lives, Lincoln staff utilize their role to provide a reparative relationship that they can then utilize as a template for developing healthy relationships with others. We see this as a primary intervention that is necessary before skill building can occur.

The students we serve have experienced multiple traumatic events and are often living in what we refer to as trauma saturated environments. This means that our students are walking through

their day at a constant high state of alert, scanning their environment for potential threats and potentially misreading interactions. Lincoln staff use a wide range of grounding exercises with students to help them be aware of their body and calm their nervous system so that they can reach a baseline where information can be processed rather than hijacked through a trauma trigger. Lincoln also works with teachers to help them effectively interpret problematic behaviors as a symptom of trauma, rather than oppositional or purposeful behaviors. When teachers understand the 'why' of the behavior, they are able to be more responsive and less likely to escalate the situation. Lincoln staff also provide consultation to teachers on routines and practices that can create a trauma responsive environment in their classroom so students are less easily triggered and know how to get help from school staff.

Lincoln works at relationships and regulation in two key ways - through deep trauma therapy work and here-and-now milieu interventions. Lincoln's individual therapy is child led with structures built in to support regulation and coping skills. For elementary students, play can support an important emotional language, so students are encouraged to explore the therapy room and choose the modality that they are drawn to, whether that is sand tray, board games, art activities, etc. The goal of the play is to assist the student in creating a coherent narrative of their trauma and ultimately integrate that experience into their understanding of themselves and their relationships, without it defining them. While high school services may use play in a different way, it is still a valuable technique in navigating trauma. One of the great benefits of school-based mental health work is that the issues students are facing are happening in real time at school. This gives our staff the opportunity to observe behaviors, as well as the antecedents and environments that shaped the behavior. Lincoln staff share these observations with students, practice coping skills and alternative ways of being, and model and coach how to use those skills in the moment.

We are committed to supporting a trauma informed school culture and climate. As a critical school partner, we are an important voice at OUSD COST and IEP meetings, consulting and developing multi-tier support plans for struggling students. We advocate for youth through our strengths-based lens by collaborating with the school and finding the best ways to meet the needs of youth, including connecting them to community resources and/or adding more intensive services. We have successfully embedded our team into the larger school culture and are more effective in implementing strategies because of this strong collaboration.

Including families in treatment is critical. Often, a barrier to effective behavioral health programs is consistently engaging parents, which we see as an opportunity to reach out and connect. We are very intentional about putting the family in the driver's seat for goal setting and co-creating plans that include family voice and choice. Because many families have negative associations with school, we help build a bridge for caregivers by attending school meetings with caregivers and students and creating culturally responsive family events, which provides them with a space for healing, connection, and mental health strategies for supporting their youth.

Students generally enter our program well below grade level in academic achievement, with the greatest deficits in math and reading. Our staff work with students on understanding the cause of their behavior and then finding alternative ways to manage it, allowing them to access classroom learning. Combined learning differences and behavioral health issues often result in profound deficits in academic functioning, such as nonverbal learning disabilities, auditory processing deficits, dyslexia, dysgraphia and dyscalculia, as well as delays in receptive language, cognitive processing, and gross/fine motor development. Behavioral issues often become attended to first, leaving the student's academic achievement to languish. Maintaining an interest and sense of hope in academics is essential to keeping struggling students engaged in school.

Risk factors such as poverty, food insecurity, housing instability, community and domestic violence, caregiver substance use or mental illness create further challenges for students. Often, students and their families have experienced high levels of “toxic stress” related to community and family violence, multigenerational poverty, and the stigma of having behavioral health issues, tending to underutilize services, due to their social marginalization and inequitable access to culturally responsive, quality health services.

All school-based programs are built on a strong foundation of collaborative partnership, with which Lincoln has deep and longstanding experiences in developing and sustaining. We know that the accomplishments and health of each student is built on a successful partnership with school administrators, teachers and families, which we take very seriously.

School aged youth with severe emotional challenges are faced with a multitude of barriers and issues that may include disrupted attachments, learning disabilities, housing instability, substance abuse or mental illness within the family, lack of educational supports, and racial and/or gender identity discrimination. Our programs have experience working with youth experiencing other challenges compounded by early traumas, neurological differences and delays reaching key milestones, including school absenteeism, homelessness, as well as lack of sufficient progress towards IEP goals.

Identity exploration and formation is important at multiple stages of development, particularly as it relates to gender, sexual orientation, sexual expression, and racial identity. Lack of support by family and trusted adults can result in lasting trauma. We create space for exploration and belonging for all youth. Lincoln understands that youth with severe emotional challenges often experience difficulty relating to peers and managing in a traditional school setting. They become isolated from peers and family members, lose ground in school, and can be ostracized or bullied. Belonging is critical and we work to find multiple pathways to experiencing that sense of belonging.

In addition to school-based programs, Lincoln provides other critical programming to support youth, families and communities most impacted by structural and systemic racism. These services allow us to layer additional supports for youth and their families through referrals to programs including Therapeutic Behavioral Services, School Engagement Program (truancy program) and Project Permanence (wraparound services).

Cultural responsiveness is an integral aspect of Lincoln’s school-based mental and behavioral health services. We prioritize service provision honoring the values, beliefs, traditions, customs, and historic backgrounds that have shaped the youth and families we serve. As such, we have created a culture of curiosity in order to avoid assumptions or generalizations about the ethnic, religious, or cultural values of the students and families we serve. We work to hire and retain a culturally and linguistically diverse staff that is representative of the unique communities we serve. We ensure that language capacity exists when needed, either through full-time staff or by engaging translation services. In programs in which we serve a large Spanish-speaking population, we ensure that both clinical and behavior support staff are bilingual. We also reflect on the systemic racism that is present in education and mental health and advocate for change in both Lincoln’s and the school’s practices when we notice inequities negatively impacting the youth we serve.

Preliminary assessment is at the heart of our youth and family centered programming and key to identifying and addressing behavioral, academic, socio-economic, cultural, and linguistic-specific needs. We provide family-driven services, promoting and honoring the experience of the family

and ensuring that family voice and choice is present and heard in goal-setting and decision-making. Our work is also guided by a dedicated trauma informed approach. We place great emphasis and reinforce the use of trauma informed care across all programmatic services and internal staff supports. Lincoln knows that helping youth and families find ways to be assertive and empowered in their lives, as well as building their feelings of value, competency, and belonging all act as protective and healing factors.

Additionally, Lincoln works to create a trauma informed environment for adults surrounding youth. Lincoln engages staff in dialogue around trauma and its impact, how to identify the signs of trauma, and how to respond effectively and avoid re-traumatizing youth. At the same time, Lincoln recognizes how common it is for staff to experience secondary trauma and compassion fatigue. Because of this, Lincoln also educates staff on Laura Van Dernoot Lipsky's work which focuses on early warning indicators of *Trauma Exposure Response*. She draws on Dr. Bessel Van der Kolk's concept of the *Stress Resistant Person* and the traits this person possesses. Lincoln facilitates discussion and creation of wellness plans that support development of those traits in order to keep staff engaged and sustainable in the work and the community.

## **Area(s) of Work, Collaborate and Coach**

Although the Proposal Price Form represents the total costs of services to Lincoln, based on recent information shared by ACBHS, districts will be given a pathway for providers who have Medi-Cal contracts, to draw down Medi-Cal dollars where appropriate. It is unclear at this time the amount of funding available, but Lincoln is confident we would be able to access some Medi-Cal dollars and reduce the total cost to the district. More than 90% of the students served in our current classrooms are Medi-Cal eligible and meet the criteria for Specialty Mental Health Services.

Lincoln's proposed ERMHS services (OAK Elementary, Skyline High School, McClymonds High School) will entail the following menu of supports to support the students' IEP goals. Working together, the following components incorporate family, classroom culture, and student supports, creating safety and promoting an environment of growth and learning.

**Individualized Plan Development:** The Lincoln Clinician conducts an initial evaluation, including classroom and milieu observations as well as teacher, school staff, and caregiver interviews to get a thorough understanding of target behaviors. The Clinician presents findings to the IEP team and facilitates a discussion about appropriate social emotional and behavior goals to integrate into the IEP and the development of the treatment plan.

**Milieu Interventions:** At the core of milieu interventions is a commitment to consistent and reliable relationships. Driven by research that reparative relationship building is foundational to healing, our staff utilize a series of trauma informed interventions to assess how to respond when challenging behaviors occur in the classroom. Relationships are critical, and our staff invest significant energy into being consistent and predictable adults that the students can rely on. Once self-regulation strategies are implemented and trusting relationships have been developed, problem-solving skills are introduced and practiced repetitively.

**Incentive Program:** Each classroom has a positive reinforcement plan designed collaboratively with the Teacher and Clinician, taking into account the developmental level of the students and the structure of the classroom. All incentive programs include multiple check-ins throughout the day so that students are getting a real-time feedback loop. Every day is a new start, meaning any behaviors from the previous day do not carry over to the next. Caregiver involvement strengthens the impact of an incentive program and we work with the caregiver to institute their own program at home to support alignment between school and home functioning.

**Group Counseling:** To provide consistency and momentum of skill building, group therapy is facilitated 3 times per week by the Clinician. The focus of the group is to create a positive classroom culture, increase positive peer interactions, introduce and reinforce restorative and readiness practices, model and practice skill building, address shared challenges and create positive shared experiences. All of these components lead to greater pro-social functioning in the classroom environment.

**Individual Therapy:** Depending on the particular needs identified, students receive individual therapy one to two times per week. The focus in therapy is identifying self-regulation strategies, engaging in interfamilial work, providing relational healing through a trusting and consistent therapeutic relationship, building self-awareness skills, and addressing symptoms of community and multi-generational trauma. By strengthening self-regulation and interpersonal relationships, students are less activated while in the classroom setting so that they can more easily focus on instruction and engage in classroom discussion and activities.

**Family Supports & Engagement:** Outreach and connection to caregivers is critical to solidifying lasting change. Many parents have experienced similar traumatic exposure as their child. We provide psychoeducation on self-regulation and self-care so that caregivers are working concurrently on the same supports as their child. Additionally, we make sure to share successful strategies used both at home and at school so the team can replicate in both domains. We know when parents are less stressed and more engaged, their children attend school more regularly and achieve greater academic outcomes. Our staff regularly meet and/or call families (at least twice/month) and may provide family therapy and family support/skill building groups when desired.

**School Culture Intervention:** An embedded Social Emotional Curriculum (SEC) is critical to creating positive school-wide culture and developing a framework for shared language throughout the school and district. Lincoln staff have training in a variety of SEC and can receive further training based on the chosen curriculum of the district. Social Emotional Curricula have common elements around skill building, including self-awareness, self-management, social awareness, responsible decision-making and relationship building. Whether it's Restorative Practices, Toolbox, or Zones of Regulation, all approaches facilitate community building, pro-social interactions and engagement in learning.

**Safety Protocols:** Lincoln staff is trained in assessing students' behavior from the perspective of individual, classroom and school safety. They focus on attending proactively, in the safest and least restrictive way. When staff intervene early to behavioral antecedents, students miss less instructional time and experience success in managing their own behavior. Staff effectively assess and separate dangerous behaviors from problematic or disruptive ones and proactively intervene before students escalate. This helps avoid a full crisis cycle, which takes more energy from both staff and students and increases time away from the curriculum. A key element of Lincoln's safety protocols is the collaborative nature of the classroom so that communication between OUSD and Lincoln staff is fluid, consistent, and constant.

Our CESDC programs utilize evidence-based and promising practices that incorporate attachment theory, trauma-informed practices, cultural humility, Motivational Interviewing, and cognitive behavioral interventions. Additionally, we provide more advanced training for staff as they continue to build their skills. For example, we have offered mindfulness, Crisis Prevention Intervention (CPI), Dialectical Behavioral Therapy (DBT), Child Parent Psychotherapy (CPP) and family therapy principles and practices, utilizing key components of the Multidimensional Family Therapy (MDFT) model. Other program components include:

**Reintegration Strategies:** Effectively assessing a student's developmental functioning, identifying gaps in development and how to get them back on track is addressed continuously in Lincoln's ERMHS classrooms. In collaboration with OUSD, Lincoln will regularly assess students' progress on IEP goals and when they are ready for more step down services and movement towards a less restrictive environment. Knowing that self-regulation is often a significant challenge and barrier for learning, Lincoln utilizes multi-sensory strategies both as preventive and deescalating interventions. The BIS/Case Manager will utilize interventions with students to quickly bridge gaps in development, more easily transition into the general population, and engage in important academic and social emotional readiness. Additionally, at the high school level, engagement in extracurricular activities within the larger school community is a key part of this process. Students often feel success and belonging in activities outside of the core academics, and those positive impacts can be translated into greater confidence and effort towards academics.

## **Methodology, Training and Interventions**

Our youth-centered approach is at the heart of our programming, creating supportive learning environments, and addressing trauma-based, cultural, and linguistic-specific needs. The goal of our ERMHS programs is to increase students' academic functioning and reduce the emotional and behavioral barriers that impede learning. Interventions in the classroom milieu focus on collaborative and empowering strategies that assist students in increasing self-awareness while reinforcing positive behaviors.

Students referred to Lincoln's ERMHS services will receive comprehensive educational and therapeutic services that address performance, coping skills, and school engagement. Our service delivery is grounded in several evidence based/informed models, including:

**Trusting Relationships:** At the core of milieu interventions is a commitment to consistent and reliable relationships. Driven by research that relationship building is foundational to healing, our staff utilize a series of trauma informed interventions to assess how to respond when challenging behaviors occur in the classroom. Relationships are critical and our staff invests significant energy into being consistent and predictable adults that the students can rely on. Once self-regulation strategies are implemented and trusting relationships have been developed, problem-solving skills are introduced and practiced repetitively.

**CPI's Non-Violent Crisis Intervention®:** Staff are trained to deal with crisis behaviors that may occur in the classroom, with a focus on prevention and proven strategies for safely diffusing anxious or aggressive behavior at the earliest possible stage.

We combine and weave these models into the academic day's activities to create a seamless classroom environment that meets identified IEP needs and goals. From initial referral, through mainstreaming, and eventually discharge, the Lincoln ERMHS team works with students, caregivers, and teaching staff to move students into the least restrictive environment. Lincoln's goal is to see enough progress that a student can begin to transition into a mainstream within a school year. A typical day in an ERMHS classroom might look like the following:

**Morning Transition:** Students are assimilated into the program based on their individual morning transition plan, as outlined in the IEP and/or developed by the CESDC team. Adjusted for elementary age students or high school, emphasis is placed on connection with staff and peers, personal check-in, and preparation for the day. For elementary students, the day starts in community, with a morning circle to identify feelings, teach coping skills from the TOOLBOX curriculum, and review our classroom incentive system. This routine provides a space for connection as a classroom community, and reinforces our incentive system. For high school students, the day starts by sharing snacks, and engaging in a 1:1 feelings check-in. Depending upon a student's schedule and prioritized by need, some students may start their day in the classroom, while others may attend a class in the general education environment, or begin working on a project with classroom staff. Lincoln staff manages this process and supports students on an individual basis.

**Supported Academics:** Due to the varied academic and social/developmental levels of the students, academic blocks are observed with students broken into several smaller groups. The teacher rotates to various groups to deliver direct academic instruction and is supported by an Instructional Aide. The supporting Behavior Intervention Specialists/Case Manager (BIS/CM) role is to support the students whose behavioral and emotional challenges are inhibiting their ability to access curriculum. For example, in our elementary classroom, the BIS helps transition students

into the general ed classroom and provides 1:1 social emotional support to help the students access academics. In high school, the CM is able to work with students 1:1 to help them identify their academic goals, and make a plan to achieve them. The BIS/CM activities also support students in practicing coping skills and breaking down instruction into digestible information. When not conducting individual counseling with students, the Clinician also supports students' behavioral needs as they work on academic subjects.

**Clubs:** Centered on students' interests and led by an adult that has the capacity to facilitate the activity, activities include cooking, life skills, board games, sports (ex. kickball, basketball, football), yoga and meditation, and the arts (ex. drama, hip hop and poetry). In our elementary classroom this year, students have participated in cooking classes, learning about different foods from around the world, including sushi. Students also participated in our 'Sandbox Thursday,' providing an opportunity to play with sensory tools such as kinetic sand, while building friendships with students from general ed. In the high school classroom, Lincoln offers life skills through workshops that are led by the CM. Topics are collected from the students and tailored to their needs and interests. For example, this year our CM and Clinician lead workshops about college financial aid, and completing college applications. They have also led cooking, sports, and art clubs.

**Daily/Weekly Therapeutic Group:** Co-facilitated by the Clinician and BIS/Case Manager, therapeutic groups are focused on strengthening students' social, communication, and adaptive/coping skills, particularly how they relate to functioning successfully in an academic environment. Students are actively involved in developing the content of the groups which are then tailored to the developmental level and needs. Elementary groups are often play-based as this is their most accessible means of communication, but also include activities and discussions around particular topics such as friendship, grief and loss, feelings identification, and coping tools. At the high school level, students are often more able to hold discussions which may deepen into topics of identity, mental health, conflict resolution, or current events that are relevant to students.

**Afternoon Transition:** The class finishes the day by coming together to "Check-In." This allows students to identify areas they felt successful in, and to be acknowledged by both classroom staff and peers. It also provides a structured ending to the day, and an opportunity to end in community. The Clinician provides short individual check-ins, as needed. In elementary schools, Lincoln staff review the incentive system and help transition students to their school bus. For high school, Lincoln staff review and provide our classroom reward for participation, as well as individual incentives.

**Other Daily Activities:** In addition to scheduled activities, many other activities may take place throughout the day. These could include collateral contacts with family members at the school or at home (minimum of 2 hours per month), IEP meetings, mainstreaming of students, conflict resolution meetings between specific youth, case management activities such as helping families obtain food or transportation, and special activities such as cultural celebrations and field trips. The Clinician may also be making contact with the family if students are absent, and will work to re-engage them. For our elementary classroom, Lincoln offers coordinated field trips for the classroom such as the Oakland Zoo and the Chabot Space Center. For high school, the CM has coordinated college visits to provide them a hands-on experience of learning about college.

**Daily Debrief:** The classroom team meets for a short period after students leave to debrief the day, document and discuss any critical incidents, and create plans for the next day.

Services provided throughout the school day by the Lincoln Clinician will include assessment, treatment planning, collateral and or family therapy, individual and group therapy, case management, and crisis intervention services. In addition, both elementary and high school classrooms have a weekly team meeting with the teacher to collaborate on ways to support the students to overcome challenges and plan classroom projects. During the summer, the clinician and BIS/CM also create tailored support plans for the youth. Psychiatric staff will also provide medication management services as needed.

Lincoln's ERMHS model is part of a larger Theory of Change developed over decades of experience serving general and special education students and their families, as well as children and youth in the child welfare, probation and behavioral healthcare systems. This Theory of Change, and the Program Logic Models that result from it, align the four essential components that make Lincoln's work unique: 1) a Holistic Approach, 2) Healing through Relationship, 3) Community- Integrated Services, and 4) a Continuum of Support. Using these four guiding elements, each of Lincoln's programs develop individual models and approaches that meet the needs of both those we serve and our community partners, such as OUSD.

As part of a larger school-based mental health strategy that includes Lincoln's Helping Open Pathways to Education (HOPE), and Excellence through Counseling, Education, and Learning (EXCEL) programs, our ERMHS design was developed to meet the needs of students that have not been successful in general education classes. Lincoln strives to build a full continuum of equity-driven behavioral healthcare and support services at each school we serve so that the students and families can access services at the level it is needed. Our multi-tiered system of supports, that is data driven and responsive to a diverse array of learners, enables students to access the most effective level of service to meet their educational needs and strengths. This approach also allows students to receive intervention early, rather than using a "fail first" approach. It is every student's right to attend a high quality school in their community that is culturally responsive and actively challenges disparities that disproportionately affect youth of color.

Historically, self-contained classrooms for students identified through Special Education have often perpetuated these disparities, and at times encouraged continued disenfranchisement. Lincoln's ERMHS program addresses these issues explicitly and focuses on helping youth get back on track so that they can be successful members of the larger student population while also supporting the classroom and school to be a welcoming and responsive environment. Combining core foundational principles below and programmatic framework, Lincoln's site based ERMHS program is uniquely effective in addressing the behavioral health needs of students so that they are able to access the educational services provided by their district. Programmatic framework is as follows:

**1) Strong, collaborative partnerships between educational and behavioral health staff is essential.** We cannot underscore how critical this collaboration is to the success of each student and the classroom. In fact, any gains made with students will be short-lived if there is not meaningful and purposeful collaboration between mental health and education staff. Lincoln cultivates relationships with school and district staff that respect every person's expertise and functions on the team. Students need to experience all the adults in their lives working in concert towards their educational goals.

**2) Positive Behavior Interventions must be the first and foremost utilized interventions for all special education students.** Students in a counseling enriched setting have already experienced many hardships. They often have a very poor self-concept and see themselves as

failures. Lincoln's positive behavior interventions are based on Edith Grotberg's resiliency research, which asserts we can best support children impacted by adversity by intervening in a way that promotes autonomy, problem solving, social competence and a belief in a bright future. By positively reinforcing these beliefs and behaviors we can strengthen students' resiliency and build continued successes in the classroom and beyond.

**3) Services must be individualized, least restrictive, and accessible for all students.** Multi-Tiered System and Supports provide the most individualized and robust approach for students. By developing multiple tiers of support for all learners, we can create a more fluid relationship between special education and general education, aligning resources that meet the unique needs of students. This principle emphasizes the importance of early identification and intervention on the front end of services, as well as mainstreaming students back into general education with supports as soon as possible.

**4) Trauma impacts the brain and overall functioning:** Lincoln's work is guided by our local aggregate evidence from the thousands of families we have worked with as well as the rapidly evolving research regarding trauma and attachment. The majority of the students Lincoln serves have been exposed to trauma-saturated environments. Research has demonstrated the impacts of such exposure, including difficulty focusing, misreading cues and impulsivity to name a few. Students of color experience an additional layer of racial trauma. Based on the trauma work of Dr. Mario Martinez and Dr. Ken Hardy we know helping students find ways to be assertive and empowered in their lives, as well as building their feelings of value, competency and affiliation all act as protective and healing factors. Dr. Bruce Perry's Neurosequential Model (NMT), teaches that the traumatized person's brain needs to be supported first with regulation and relational connection before reasoning can be achieved and curriculum engagement can occur.

**5) Race and culture are factors in a student's education:** Cultural Humility, a concept introduced by Melanie Tervalon, is a critical mindset in making sure our staff partner with families in ways that do not perpetuate systemic oppression. The components of cultural humility include self-evaluation, attention to power imbalances and development of partnerships with other advocates. Cultural humility empowers staff to enhance their understanding of different styles of learning connected to cultural norms rather than seeing those differences as a deficit.

Lincoln has been a certified Medi-Cal provider for over 30 years in both Alameda and Contra Costa Counties. As over \$19M of the organization's budget is Medi-Cal funding, Lincoln's staff has extensive knowledge and experience in billing for Medi-Cal services. The organization ensures ongoing compliance with Medi-Cal requirements, as well as good clinical practice, by collaborating on a monthly external utilization review process. This review ensures that documentation is completed in a timely and accurate manner. In addition, Lincoln has extensive experience in managing complex programs with multiple funding streams and has an established infrastructure in place, including both operational and financial systems. We utilize an electronic documentation and billing system to ensure that service documents match billing invoices. Although we understand the OUSD Special Education team is leading the design and implementation of programming as it relates to the goals identified in each student's IEP, the vast majority of students placed in these classrooms also meet the criteria for Speciality Mental Health Services and are Medi-Cal eligible. This means there is a strong likelihood that as an approved Medi-Cal provider, Lincoln will be able to bill ACBHCS for some of the services rendered if Medi-Cal documentation and service standards are followed.

Our ERMHS program utilizes evidence-based and promising practices that incorporate attachment theory, trauma-informed practices, cultural humility, Motivational Interviewing, and

cognitive behavioral interventions. Additionally, we provide more advanced training for staff as they continue to build their skills. For example, we have offered mindfulness, Emotional Freedom Technique (EFT), Dialectical Behavioral Therapy (DBT) and family therapy principles and practices, utilizing key components of the Multidimensional Family Therapy (MDFT) model.

## **Annual Cost to The District**

Although the attached Proposal Price Form represents the total costs of services to Lincoln, as mentioned above, based on recent information shared by ACBHS, if awarded the contract, Lincoln will be able to draw down Medi-Cal dollars, subsidizing some of the costs of the program. While it is unclear at this time the amount of braided funding available, in prior years, Lincoln has generated on average \$100,000-\$200,000 from Medi-Cal funding per Special Day Class.

All costs associated with the services and staffing indicated in the proposal are described on the attached Proposal Price Form, as well as the attached Program Budget, reflecting each school's proposed budget.

Attached: Proposal Price Form, and Program Budget

## Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

A ementar 2 a r m -	32 2 3
S ine igh S h 2 a r m -3	0 3
m nd igh S h a r m -2	2 0
ee detai n the r ed dget	
Total Annual Amount of Proposal:	20

Additional Fees or Special Request Costs: \_\_\_\_\_

Signature \_\_\_\_\_ *Epifania Estrada*

Print Name: \_\_\_\_\_ i ania trada

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

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 2 2 23

**Lincoln Families Budget**

Submitted :

Lincoln Families									
OUSD ERMHS RFP									
EXPENSES		McClymonds		Skyline		OAK		Total	Cost Description
<b>Salaries and Wages</b>									
SBS -Program Director, Alameda County		2,324.00		3,744.00		6,842.00	0.10	12,910.00	
Clinical Director		535.00		862.00		1,575.00	0.02	2,972.00	
Program Manager		8,477.00		13,657.00		24,959.00	0.50	47,093.00	
SBS Clinical Director,		2,103.00		3,388.00		6,193.00	0.10	11,684.00	
Clinical Supervisor		12,383.00		19,951.00		36,462.00	0.75	68,796.00	
Unlicensed Clinicians	1.00	76,780.00	2.00	153,560.00	2.00	153,560.00	5.00	383,900.00	
Behavior Tech (Behavior Intervention Specialist for Elementary and Case Manager for High School)	1.00	59,878.00	1.00	59,878.00	4.00	239,512.00	6.00	359,268.00	
Milieu Supervisor (Program Supervisor)		14,937.00		24,064.00		43,980.00	1.00	82,981.00	
QA Analysts		4,072.00		6,560.00		11,989.00	0.36	22,620.00	
<b>Total Salaries and Wages</b>	<b>2.00</b>	<b>181,489.00</b>	<b>3.00</b>	<b>285,664.00</b>	<b>6.00</b>	<b>525,072.00</b>		<b>992,224.00</b>	
<b>Benefits</b>									
Benefits (28% of Personnel)		50,817.00		79,986.00		147,020.00		277,823.00	
<b>Total Benefits</b>		<b>50,817.00</b>		<b>79,986.00</b>		<b>147,020.00</b>		<b>277,823.00</b>	
<b>Total Salaries and Benefits</b>		<b>\$232,306.00</b>		<b>\$365,650.00</b>		<b>\$672,092.00</b>		<b>1,270,048.00</b>	
<b>Program Expenses</b>									
Service Related Expenses		500.00		1,500.00		3,000.00		5,000.00	Program supplies, client clothing & incidentals,
Communications (Telephone, Internet, etc.)		1,440.00		2,160.00		4,320.00		\$7,920.00	Phone, data, etc.
Occupancy		2,160.00		3,480.00		6,360.00		\$12,000.00	Facility rental, utilities, repairs, contracts
Furniture & Equipment		950.00		950.00		4,750.00		6,650.00	Laptop = 7 new
Organizational Dues_EHR		1,920.00		3,093.00		5,652.00		\$10,665.00	_EHR
Staff Development		1,000.00		1,500.00		3,000.00		5,500.00	Trainings, meetings, food, self care, staff licenses & fees
Allocated Cost -IT		8,338.00		13,433.00		24,550.00		46,321.00	
		<b>16,308.00</b>		<b>26,116.00</b>		<b>51,632.00</b>		<b>94,056.00</b>	
<b>Total Expenses (before indirect)</b>		<b>\$248,614.00</b>		<b>\$391,766.00</b>		<b>\$723,724.00</b>		<b>\$1,364,104.00</b>	
<b>Indirect Allocations 15%</b>		<b>\$37,292.00</b>		<b>\$58,765.00</b>		<b>\$108,559.00</b>		<b>\$204,616.00</b>	
<b>Total Expenses</b>		<b>\$285,906.00</b>		<b>\$450,531.00</b>		<b>\$832,283.00</b>		<b>\$1,568,720.00</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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).

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596  License#: 0564249 LINCCHI-02	<b>CONTACT NAME:</b> Darla Grantano <b>PHONE (A/C. No. Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> DarlaG@heffins.com	<b>FAX (A/C. No.):</b> 925-934-8278	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lincoln 1266 14th Street Oakland, CA 94607	<b>INSURER A:</b> Nonprofits Insurance Alliance of California		1184
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2090363159

REVISION NUMBER:

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 checked="" type="checkbox"/> LOC OTHER:	Y		202310668NPO	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <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			202310668NPO	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202310668UMB	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SOCIAL SERVICE PROFESSIONAL LIAB			202310668NPO	2/15/2023	2/15/2024	EVENT/AGGREGATE \$1M / \$3M
A	IMPROPER SEXUAL CONDUCT			202310668NPO	2/15/2023	2/15/2024	OCCUR/AGGREGATE \$1M / \$3M

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

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Risk Management  
 1000 Broadway, Ste. 440  
 Oakland, CA 94607

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Oakland Unified School District, Attn - Risk Management, 1000 Broadway, Suite 440, Oakland, CA 94607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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.

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<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlbach Avenue Walnut Creek, CA 94596  License#: 0564249 LINCCHI-02	<b>CONTACT NAME:</b> Darla Grantano <b>PHONE (A/C, No, Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> DarlaG@heffins.com	<b>FAX (A/C, No):</b> 925-934-8278	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lincoln 1266 14th Street Oakland, CA 94607	<b>INSURER A :</b> Nonprofits Insurance Alliance of California		1184
	<b>INSURER B :</b> Allied World Insurance Company		22730
	<b>INSURER C :</b> HSB Specialty Insurance Company		14438
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 809805156

REVISION NUMBER:

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		202310668NPO	2/15/2023	2/15/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			202310668NPO	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202310668UMB	2/15/2023	2/15/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A B C	PROFESSIONAL LIABILITY CRIME CYBER LIABILITY			202310668NPO 03063839 660745702	2/15/2023 2/15/2023 2/15/2022	2/15/2024 2/15/2024 3/15/2023	OCCUR/AGGREGATE OCCUR/AGGREGATE EACH CLAIM/AGGREGATE	\$1M / \$3M \$1M / \$1M \$2M / \$2M

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

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Risk Management  
 1000 Broadway, Ste. 440  
 Oakland, CA 94607

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Oakland Unified School District, Attn - Risk Management, 1000 Broadway, Suite 440, Oakland, CA 94607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Exhibit C: References

Two (2) references required.

### Reference 1:

Customer Name: SD

Contact Name: r. hri tian erta

Title: SD tea her at S ine igh S h

Address: 22 0 S ine d a and A

Phone Number: 0- - 2

Email: hri tian. erta d. rg

Services Provided: e r ided menta heath er i e a e management er i e reha iitati n er i e t  
hi SD t dent at S ine igh S h . Additi na e r ided team meeting t  
a rate n eha i r e e tem inter enti n and rt r t dent .

### Reference 2:

Customer Name: SD

Contact Name: i i i iam

Title: rin i a a and A adem n edge A

Address: ntain St a and A 0

Phone Number: 0- 3-3

Email: ni i. i iam d. rg

Services Provided: e r ided menta heath er i e and reha iitati n er i e t her SD -2 t dent  
at a and A adem n edge. Additi na e r ided team meeting t a rate  
n eha i r e e tem inter enti n and rt r t dent .

## **List of Exhibits**

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

Allison S. Beemer

Signature

Allison S Beemer

Print Name

President & CEO

Title

3/9/23

Date

## **Exhibit B: Standard Form Response**

### **A. GENERAL INFORMATION**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

Company Name: Lincoln Families, also referred to as Lincoln, Address: 1266 14th Street Oakland, CA 94607, Points of Contact: 1. Jessica Ekstrom [jessicaekstrom@lincolnfamilies.org](mailto:jessicaekstrom@lincolnfamilies.org) 510.851.5196 2. Kirsten Melton, [kirstenmelton@lincolnfamilies.org](mailto:kirstenmelton@lincolnfamilies.org) 925.785.8602

2. Tel: 510.273.4700 Website: [www.lincolnfamilies.org](http://www.lincolnfamilies.org) Email: [jessicaekstrom@lincolnfamilies.org](mailto:jessicaekstrom@lincolnfamilies.org)

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
-------------	----------	--------------

Allison Staulcup Becwar, President & CEO,	1266 14th St,	510.867.0944
Ana Mejia, Alameda Co. School Based Services Director,	1266 14th St,	510.506.3658
Bing Estrada, CFO,	1266 14th St,	510.672.2101
Crystal Smiley, HR Director,	1266 14th St,	510.8461803
Dynell Garron, Community Based Services Director,	1266 14th St,	510.421.0476
Ellen Kinoy, Clinical Director,	1266 14th St,	510.867.0898
Jessica Rojas, Contra Costa Co. School Based Services Director,	51 Marina Blvd,	510.867.0952
Kirsten Melton, Chief Development & Marketing Officer,	1266 14th St,	925.785.8602

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
-------------	----------	--------------

Ana Mejia, Alameda Co. School Based Services Director,	1266 14th St,	510.506.3658
--	---------------	--------------

**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes  No

If yes, provide the name of the school district or school and briefly detail the dispute.

---

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2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes  No

If yes, provide details including the name of the other party:

---

---

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes  No

If yes, provide details:

*Due to AB 218, Lincoln, has received summons for 3 cases covering 1999-2009 related to residential programming, now defunct.*

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes  No

If yes, provide details:

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**Exhibit D: Proposal Price Form**

Service Description:	Annual Pricing:
<hr/>	<hr/>
OAK Elementary (2 classrooms- 6 FTE)	\$ 832,283
Skyline High School (2 classrooms - 3 FTE)	\$ 450,531
McClymonds High School (1 classroom - 2FTE)	\$ 285,906
<hr/>	<hr/>
(see details on the proposed budget)	
<hr/>	<hr/>
Total Annual Amount of Proposal:	\$1,568,720
<hr/>	<hr/>
Additional Fees or Special Request Costs:	<hr/>

Signature Epifania Estrada

Print Name: Epifania Estrada

Title: CFO

Company Name: LINCOLN

Print Name:

Date: 2/28/23

## **Exhibit E: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

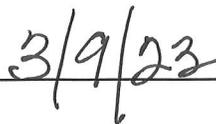
21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:



Date:



**Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither Lincoln nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 9<sup>th</sup> day of March [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By Allison S Bechar  
(Signature)

Allison S Bechar  
Typed or Printed Name

President & CEO  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 9<sup>th</sup> day of March [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By Allison S Bechar  
(Signature)

Allison S Bechar  
Typed or Printed Name

President & CEO  
Title

**Exhibit G: Workers Compensation Certificate**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: Lincoln  
By Allison S Becwar  
Signature of Authorized Signer Allison S Becwar  
Title of Signor President & CEO  
By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## **Exhibit H: Fingerprinting Notice and Acknowledgement**

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as President & CEO [insert "owner" or officer title] of Lincoln [insert name of business entity], have read the foregoing and agree that Lincoln [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/9/23

Name: Allison S Becwar

Signature: Allison S Becwar

Title: President & CEO

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Lincoln

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, Allison Becwar [insert name], am the President & CEO [insert "owner" or officer title] for Lincoln [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: March 9<sup>th</sup>, 2023

Signature: Allison S Becwar

Typed Name: Allison S Becwar

Title: President & CEO

Entity: Lincoln

**Exhibit I: Non-Collusion Declaration**

I, Allison Becwar, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/9/23

Name of Vendor: Lincoln

Printed Name of Authorized Company Representative: Allison S. Becwar

Signature of Authorized Company Representative: Allison S. Becwar

**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

<u>3/9/23</u> Date	<u>Allison S. Bechar/CEO</u> Signature/Title	<u>Allison S. Bechar</u> Type or Print Name
<u>Lincoln</u> Name of Company	<u>1266 14<sup>th</sup> St</u> Address	<u>Oakland, CA</u> City and State
<u>510</u> Area Code	<u>273.4700</u> Telephone #	<u>          </u> Fax #

94-1156501

Federal Tax ID Number

## **Exhibit K: Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_,  
Lincoln ("Bidder") requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

### **Bidder agrees to the following confidentiality statements:**

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates, Jose Rivera (name of bidder's officer),  
Dir. of Administration (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer :**

Allison S. Becwar  
**Name of Proposer's Signee**  
President & CEO  
**Title of Proposer's Signee**

**Date:** 3/9/23



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## **Amendment No. 1**

**Posted November 10, 2022**

**Request for Proposal (RFP) 22-129CSSS**

### **EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION**

**To: ALL BIDDERS**

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;  
all other information remains the same.**

1. See Page 7, section D

Amended From: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **nonprofit organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider

**Amended To:** The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **community based organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering,

**CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:**

*Allison S Becwar, LCSW*

3/14/23

Signature

Date

Allison Staulcup Becwar, President / CEO

Print Name and Title

Lincoln

Print Company Name

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) # 22-132PEC**

## **SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES FOR OAKLAND UNIFIED STUDENTS**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

email: [procurement@ousd.org](mailto:procurement@ousd.org)

phone: (510) 879-2990

**Proposals Due:  
March 15, 2023 at 2:00 P.M. PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	January 27, 2023
Pre-Bid Conference:	February 15, 2023 @ 11:00 A.M. PST (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	February 28 , 2023 @ 5:00 P.M. PST
<b>Proposal/Bid Submitted to District:</b>	<b>March 15, 2023 @ 2:00 P.M. PST</b>
Proposal/Bid Opening:	March 17, 2023 @ 12:00 P.M. PST (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	March 27-30, 2023
Final Award of RFP (BOE):	April 11, 2023
Contract Start Date:	July, 2023

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

***What is a Pre-Bid Conference?** A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting*

***What is a Proposal/Bid Opening?** A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.*

Proposers are advised that the District reserves the right to amend or cancel this RFP at any time. Proposers are responsible for viewing any new changes related to this RFP [online](#). If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

**Rosaura M. Altamirano**  
Senior Manager, Supply Chain & Logistics  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

## **Background Information and Objective**

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

It is the intent of this request for proposals to seek providers to support the emotional, mental, and behavioral health needs of Oakland Unified School District (OUSD) students receiving Special Education Services, sometimes referred to as Educationally-Related Mental Health Services (ERMHS). In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program.

Students with IEPs who demonstrate behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified disability.

The OUSD Special Education Department provides direct services, consultative services, training, equipment and materials to over 6,400 students from birth through age 22. Our students reflect the rich diversity of Oakland, and students with Special

Education services attend every Oakland public school, select charter schools, home and hospital based programs, and private programs in settings that range from fully inclusive learning to separate, specialized instruction. Our Department aligns all of our services to our 'Big Rocks,' key goals that align to our District's strategic plan and Local Control Accountability Plan (LCAP). These goals focus on academic equity, evidence-based professional learning, meaningful transition experiences, and crafting quality, comprehensive IEPs. We believe that all students can thrive when provided with appropriate services and supports and that neurological and physical diversity should be expected, valued, and considered in the design of all district-wide programming.

With this Request for Proposals (RFP), OUSD is seeking partners who are grounded in serving students who are often among the furthest from school success in a manner that centers equity, inclusion, and student and family voice. The selected providers will work directly with students with IEPs who require Educationally-Related Mental Health Services related to their area(s) of disability providing direct individual and group therapeutic services, milieu classroom support, family counseling services, collateral linkages to supporting services, and/or therapeutic behavioral services. Additionally, the selected providers will serve as expert collaborators for school site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. We will assess the success of this work by evaluating individual student therapeutic progress, least restrictive environment access, and staff reporting of their comfort and competency interacting with students using evidence-based practices.

We will award contract(s) to the provider(s) who best demonstrate their alignment with our goals and approach and who best respond to the requirements of the request for proposals detailed below.

### **Scope Of Work**

The scope of work includes a comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require ERMHS in order to access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD. We expect the Contractor(s) to have mental health providers who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of our students, as well as provide consultation and guidance to OUSD site-staff to inform them of best practices.

The scope of work should cover the following:

- Individual counseling: ability to use evidence-based practices, as well as ability to shift to a new practice when needed to meet individual student needs.
- Group counseling: ability to facilitate group of similar age students with a focus on the student's specific areas of need
- Milieu support: supports with mental health challenges that arise both in and out of the separate setting; for students who spend time within the mainstream, general education setting, it would be expected to provide support in that setting, as appropriate
- Family counseling: provided when warranted, in accordance with students' IEPs, including the support with parent/guardian understanding of students' disabilities
- Collaboration/Collateral Work: support with agency linkages; IEP team collaboration
- Crisis Intervention: responds to students in crisis and conducts appropriate risk assessment, as needed, and confers with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and site administrators.
- Behavior intervention system: Helps manage the classroom wide behavior intervention system and individual plans; collaborates on updates/changes to the system/plans as needed
- Behavioral coaching and professional trainings: provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; coaches school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need.
- Treatment planning: In alignment with the IEP services and goals, as well as for psychiatric needs.

### **Project Term**

Selected providers will be awarded a three-year contract commencing 7/16/2023 and ending 6/30/2026.

### **Provider Deliverables and Outcomes**

Bidders may submit proposals to support all or part of the required services described below. Bids may address a specific site, multiple sites, and/or intensive outpatient services.

Currently, OUSD has site-based mental health programs located at:

- Sequoia Elementary (2 classrooms)
- OAK Elementary (2 classrooms)
- Montera Middle (1 classroom)
- Roosevelt Middle (1 classroom)
- Life Academy (1 classroom)
- Skyline High School (2 classrooms)
- McClymonds High School (1 classroom)

The Department wishes to have a single provider at each campus.

Successful bidders for our site-based needs will be prepared with a plan that includes provision of the following activities and services:

- One (1.0 FTE) qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.
- One (1.0 FTE) appropriately trained mental health aide or behavioral technician per classroom to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.
- Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families.

Site-based providers must be prepared to engage in weekly team meetings to review student data and discuss interventions, family/caregiver events and outreach experiences, and campus-wide events beyond the provision of direct mental and behavioral health services. It is expected that they will be an active participant as an IEP team member.

Additionally, OUSD's Special Education team seeks partnership to support ERMHS Intensive Outpatient and supplemental services, which includes:

- Three (3.0 FTE) qualified mental health clinicians to provide itinerant outpatient counseling services, parent/family counseling, agency linkages, site team consultation and mental health crisis support pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.

- One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician to provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization.
- Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Contractor must maintain all documents in accordance with FERPA regulations. Records by student, clinician, service and district are to be maintained in the District's adopted Student Information System. Contractor will work cooperatively with Special Education Department members as necessary to complete filing of documents in a timely manner and meet monthly with key Special Education Department members.

Successful bidders will be prepared to meet all District insurance and staffing requirements as stipulated in the attached sample contract.

The outcomes for this work will include:

- All eligible students receive consistent services from a qualified provider as indicated in Individualized Education Programs (IEPs);
- Families are actively engaged as key partners in their child's therapeutic treatment planning;
- Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors;
- Staff at campuses with mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs;
- Students progress in their treatment sufficiently to spend more time in the general education setting over time.

### **Why Are Provider Services Needed**

The District serves about 6,400 students who are eligible to receive Special Education services, and these students represent many different backgrounds. Many OUSD students have faced adverse early childhood experiences, have experienced or are currently experiencing traumatic experiences, or have diagnosed mental health conditions impacting their school attendance, performance, and physical and emotional safety. Approximately 500 students with IEPs require individual counseling services, and 300 participate in group counseling services. These services are not only medically necessary and important for positive school outcomes but are also legally required pursuant to IEPs.

## **Proposal Evaluations And Scoring**

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### **The District reserves the right without limitation to:**

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

## **Best Value Scoring**

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

<b>BEST VALUE POINTS</b>	
<b>Value Category</b>	<b>Maximum Points</b>
<b>Ability to Provide Qualified and Appropriately-Trained Staff</b>	<b>35</b>
<b>Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma</b>	<b>20</b>
<b>Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners</b>	<b>15</b>
<b>Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health</b>	<b>15</b>
<b>Annual Cost To The District</b>	<b>15</b>
<b>TOTAL POINTS</b>	<b>100</b>

Each best value category shall be scored separately using the scoring guide below

<b>Scoring Guide</b>					
	<b>QUALITY OF RESPONSE</b>	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>CONFIDENCE IN RESPONSE</b>	<b>POINTS</b>
<b>EXCEPTIONAL RESPONSE</b>	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	<b>VERY HIGH</b>	<b>100%</b>
<b>GOOD RESPONSE</b>	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	<b>HIGH</b>	<b>75%</b>
<b>ADEQUATE RESPONSE</b>	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	<b>ADEQUATE</b>	<b>50%</b>
<b>MARGINAL RESPONSE</b>	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	<b>LOW</b>	<b>25%</b>
<b>INADEQUATE RESPONSE</b>	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	<b>NONE</b>	<b>0%</b>

## **Proposal Format**

Proposal submissions shall include, at minimum:

- **Cover Letter:** In a maximum of two pages, explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.
- **Proposed Staffing:** In a maximum of five pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.
- **Related Experience:** In a maximum of five pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.
- **Area(s) of Work, Collaborate and Coach:** In a maximum of five pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.
- **Methodology, Training and Interventions:** In a maximum of five pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your

organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

- **Annual Cost To The District:** Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 19 or submit their own price document.
- **Proof of Insurance:** Furnish proof of liability insurance as indicated in the sample contract in Exhibit A on page 15. Insurance information is located on page 10 in OUSD's Services Agreement.
- **References:** Provide at least two references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 18 or submit their own reference document.
- **Completed Exhibits:** List of exhibits begin on page 14.

### **Submission Instructions**

Bids must be received prior to **March 15, 2023 @ 2:00 P.M. PST**

**Provider to submit:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-132PEC”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Special Education Educationally-Mental & Behavioral Health Services  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 15, 2023 @ 2:00 P.M. PST.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate scope of work and/or pricing with the selected Contractor(s) prior to entering into a contract. The award of this solicitation is conditional on the winning bidder accepting the terms of the sample contract in Exhibit A. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local and Small Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## **List of Exhibits**

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's  
Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Exhibit B: Standard Form Response**

**A. GENERAL INFORMATION**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual

Partnership

Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes                      No

If yes, provide the name of the school district or school and briefly detail the dispute.

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2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes                      No

If yes, provide details including the name of the other party:

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3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes                      No

If yes, provide details:

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4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes                      No

If yes, provide details:

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## **Exhibit C: References**

Two (2) references required.

### **Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

### **Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

**Exhibit D: Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit E: Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**Exhibit G: Workers Compensation Certificate**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## **Exhibit H: Fingerprinting Notice and Acknowledgement**

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ [*insert "owner" or officer title*] of \_\_\_\_\_ [*insert name of business entity*], have read the foregoing and agree that \_\_\_\_\_ [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

Entity: \_\_\_\_\_

**Exhibit I: Non-Collusion Declaration**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Printed Name of Authorized Company Representative: \_\_\_\_\_

Signature of Authorized Company Representative: \_\_\_\_\_

**Exhibit J: Authorized Vendor Signature - Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Area Code	Telephone #	Fax #
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\_\_\_\_\_

Federal Tax ID Number

## **Exhibit K: Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer :**

\_\_\_\_\_  
**Name of Proposer’s Signee**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title of Proposer’s Signee**

## **Evaluation Process**

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

## **Selection Process**

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

## **Protest Selection Procedure**

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.