

Board Office Use: Legislative File Info.	
File ID Number	20-2363
Introduction Date	3/24/21
Enactment Number	21-0297
Enactment Date	3/10/2021 lf



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date March 24, 2021

Subject Agreement for Services of Counseling Consultant (School-Based Counseling Services) – Wellness Together, Inc. – Behavioral Health Unit – Community Schools and Student Services Department

Ask of the Board Ratification by the Board of Education of Agreement for Services of Counseling Consultant (School-Based Counseling Services) between the District and Wellness Together, Inc., Rocklin, CA, for the latter to provide educationally-related counseling to school-age children and their families, for the period of August 10, 2020 through June 4, 2021, at no cost to the District.

Background Good mental health is critical to children’s success in school and life. Research demonstrates that students who receive social–emotional and mental health support achieve better academically. According the U.S. Department of Health and Human Services, one in five children and adolescents experience a mental health problem during their school years.

On February 23, 2021, District staff executed an agreement with Wellness Together, Inc. to coordinate and provide counseling services for students and families at OUSD schools for the period August 10, 2020 through June 4, 2021.

Discussion Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. Specific services may include, but will not necessarily be limited to, school-based services, community referrals, family engagement sessions, classroom presentations, collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

Fiscal Impact

No Fiscal Impact

Attachment(s)

- Agreement for Services of Counseling Consultant (School-Based Counseling Services)

AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 1st Day of May, 2020 between Oakland Unified School District, 1000 Broadway, Suite 680, Oakland, California, 94607, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from August 10, 2020, to June 4, 2021.

RECITALS

- A. District provides educational and educationally related counseling to school-age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
- B. Consultant agrees to perform these services for District under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between District and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of District and is not entitled to the benefits provided by District to its employees, including, but not limited to, District group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the District. District may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this

Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services shall be conducted in accordance with any federal, state, or local shelter-in-place order in effect during the term of this Agreement. In the event that District schools are closed in full or in part due to an emergency situation (including but not limited to the COVID-19 pandemic), they shall be delivered remotely and/or virtually..

Specific services may include, but will not necessarily be limited to, the following:

- A. School-based services:
 - 1) Individual counseling sessions
 - 2) General psychosocial interventions
 - 3) Group counseling sessions
- B. Community referrals

Upon discontinuation of School-based services, as set forth above,

the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

- C. Family engagement sessions
- D. Classroom presentations
- E. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

- A. Any combination of up to FIVE (5) Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II)

- I) MHS I

- (1) Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.

- (2) A full MHS I position is an average of 24 hours per week when school is in session

- II) MHS II

- (1) Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely

related field.

(2) A full MHS II position is an average of 24 hours per week when school is in session

B. One (1) clinical supervisor, and

C. One (1) organizational leadership and support staff member.

5.0 Payment

District will pay Consultant the total sum of ZERO DOLLARS and ZERO CENTS (\$0.00) for the work required to be performed pursuant to this Agreement. A third party will coordinate and render payment for services performed pursuant to this Agreement.

Five (5) Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

\$0.00 Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 5 MHS I or MHS II positions for 36 weeks.

\$0.00 **Total Cost of Contract**

Consultant shall be paid by a third party in accordance with monthly invoicing from Consultant. Up to six (6) of the days may be used as paid training days.

Consultant shall not be entitled to more than \$0.00 for the 2020-2021 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination

of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the District's place of business at the address set forth above and other District locations as District may determine.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to

discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of District to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of one million dollars (\$1,000,000.00) for each person, and three million dollars (\$3,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.
3. Consultant verifies that it maintains Hired Auto and Non-Owned Auto Liability insurance on behalf of its employees within the limits of one million dollars.

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to District at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

The comprehensive general liability policies shall include the following:

- Endorsement naming District as additional insured with respect to liabilities arising out of the Contractor's performance of work in connection with the Agreement. This endorsement must state that such coverage is primary insurance with respect to the interest of District and that any insurance maintained by District is excess and not contributory with the insurance required hereunder.

Prior to commencement of any work, Consultant shall deliver to District Certificates of Insurance issued in duplicate covering all policies providing the required insurance. Such certificates shall make reference to all such provisions and endorsements referred to above, and shall be signed on behalf of the insurer by its authorized representative.

Consultant agrees, upon written request by District to furnish copies of such endorsements and policies, certified by an authorized representative of the insurer.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on August 10, 2020, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 5 years.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the District.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's intentional act, negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly

authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

If applicable, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

26.0 Additional Language: At District Request

- I. Fingerprinting/Criminal Background Investigation Certification.
Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. Consultant and the Consultant Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Consultant and Consultant Parties have **more than limited contact** (as determined by District) with District students during the Term of this

Agreement:
Wellness Together Staff.

C. (Required only if Box I.B is checked.) All of the Consultant and Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Consultant and Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant or Consultant Parties add personnel, Consultant shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

II. Tuberculosis Certification.

Consultant and the Consultant Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. Consultant and Consultant Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Consultant and Consultant Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this

Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:
Wellness Together Staff.

Consultant shall maintain on file the certificates showing that the Consultant and Consultant Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Consultant and Consultant Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

III. California State Teachers' Retirement System ("CalSTRS") Retirees.

A. Neither the Consultant and nor any of the Consultant Parties are retirees of CalSTRS.

B. The following Consultant or Consultant Party is a retiree of CalSTRS:

IN WITNESS WHEREOF, the parties have executed this Agreement at
oakland _____ California, on the dates designated below.

DISTRICT

DocuSigned by:
Andrea Bustamante
806EC2B9F1FE4AB...

2/25/2021

Superintendent or Designee
Oakland Unified School District

Date

Approved as to form by OUSD Staff Attorney Joanna Powell on 11/16/2020.

Joanna J. Powell

CONSULTANT

DocuSigned by:
Jeremiah Aja
B172D9936DD047C...

2/24/2021

Jeremiah Aja, Assistant Director, or Designee
Wellness Together, Inc.
Taxpayer ID: 81-1653329

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthy

Shanthy Gonzales
President, Board of Education

3/11/2021

Date

Kyla Johnson-Trammell

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

3/11/2021

Date



Hiscox Insurance Company Inc.

Policy Number: UDC-4543844-CGL-20
Named Insured: Wellness Together
Endorsement Number: 1
Endorsement Effective: September 10, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: UDC-4543844-CGL-20
Named Insured: Wellness Together
Endorsement Number: 18
Endorsement Effective: September 10, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 3.0% of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of \$250.

All written contracts in the state(s) of:

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/22/20
Insured WELLNESS TOGETHER INC

Policy No. A0950-65-86

Endorsement No.

5701 LONETREE DR STE 210
ROCKLIN CA 95765

Insurance Company MID-CENTURY INSURANCE COMPANY

Countersigned By _____



SAM Search Results
List of records matching your search for :

Search Term : wellness together*
Record Status: Active

ENTITY WELLNESS TOGETHER	Status: Active
DUNS: 062978475 +4:	CAGE Code: 847V4 DoDAAC:
Expiration Date: 05/05/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 1008 DANTE CIRCLE	
City: ROSEVILLE	State/Province: CALIFORNIA
ZIP Code: 95678-2929	Country: UNITED STATES