

Board Office Use: Legislative File Info.	
File ID Number:	14-0094
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 02/26/2014

Subject: Professional Service Contract

Contractor: Genevieve Reis of Albany, CA

Services for: 975-PROGRAMS FOR EXCEPTIONAL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Genevieve Reis, Albany, CA, for the latter to provide: Contractor will provide billing and invoicing services provided under the Medi-cal contract with Alameda County Behavioral Health Care Services. Contractor will provide weekly clinical supervision of social workers who serve students in the CESDC mental health programs. This includes case management/ brokerage, crisis intervention, behavioral health services, evaluation, plan development, collateral, individual therapy, group therapy, family therapy, and individual rehabilitation. Contractor will have and maintain current licensure and certification to supervise social worker clinicians and train new clinicians on the development of individualized treatment plans that meet the standards of clinical and ethical practice. Contractor will complete and submit appropriate reports, maintain confidential records and complete service logs for Medi-cal billing. for the period of 10/14/2013 through 03/15/2014 in an amount not to exceed

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

OUSD is purchasing an Licensed Clinical Social Worker Supervisor who will perform the following Tasks:

1. Complete invoices to bill for clinical services provided under Medi-cal contract with Alameda County Behavioral Health Care Services.
2. Provide LCSW supervision of clinicians who perform psychiatric social work services in assigned Mental Health Special Day classrooms on site and in the field.
3. Maintain and gather confidential client records per Health Insurance Portability and Accountability Act (HIPPA) regulations.
4. Facilitate individual, group and milieu therapy services training as the supervising LCSW.
5. Prepare mental health charts for required Clinical Quality Review per Medi-cal and Alameda County Mental Health Contract requirements.

Discussion:
(QUANTIFY what is being purchased.)

Contractor will provide billing and invoicing services provided under the Medi-cal contract with Alameda County Behavioral Health Care Services. Contractor will provide weekly clinical supervision of social workers who serve students in the CESDC mental health programs. This includes case management/ brokerage, crisis intervention, behavioral health services, evaluation, plan development, collateral, individual therapy, group therapy, family therapy, and individual rehabilitation. Contractor will have and maintain current licensure and certification to supervise social worker clinicians and train new clinicians on the development of individualized treatment plans that meet the standards of clinical and ethical practice. Contractor will complete and submit appropriate reports, maintain confidential records and complete service logs for Medi-cal billing.

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Fiscal Impact: Funding resources below not to exceed \$10,000.00
\$10,000.00 SE-IDEA BASIC GRANT PL94-142

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/14/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 03/15/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Ten thousand Dollars (\$10,000.00) [per fiscal year], at an hourly billing rate not to exceed \$100.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: SHEILAGH ANDUJAR
Site /Dept.: 975-PROGRAMS FOR EXCEPTIONAL
Address: 2850 West Street
Oakland, CA 94608
Phone: 510-874-3700

CONTRACTOR:

Name: Genevieve Reis
Title: Program Manager
Address: 1523 Posen Ave.
Albany, CA 94706
Phone: 510-280-4440

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **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.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS

 President, Board of Education
 Superintendent or Designee

01/13/2014

Date

Secretary, Board of Education

Date

CONTRACTOR

Genevieve Reis

Contractor eSignature

01/14/2014

Date

Genevieve Reis, Program Manager

Print Name, Title

ContractsOnline: Contract Waiver Summary

Site Number-Name: 975-PROGRAMS FOR EXCEPTIONAL

Principal / Department Head: SHEILAGH ANDUJAR

Contractor Name: Genevieve Reis

Business Name: Genevieve Reis

Contract Type: Standard

Anticipated Start Date: 10/14/2013

Contract End Date: 03/15/2014

Rate Type: HOURLY

Contract Amount: \$10,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 12/12/2013

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 01/13/2014

Fingerprint Waiver Status: Approved

Approval Date: 01/13/2014

TB Test Waiver Status: Approved

Approval Date: 01/13/2014

Genevieve S. Higgins Reis, LCSW, PPSC

1523 Posen Ave.

Albany, Ca. 94706

(510)527-8686, (510)280-4440, Genevieve.reis@ousd.k12.ca.us

EDUCATION

M.S.W., University of California, Berkeley 1997

Social Welfare/ California Credential for Pupil Personnel Services (PPSC)

LICENSURE: LCSW, December 2003

B.S., University Of California, Davis 1993

Human Development, Psychology Minor

EXPERIENCE

Psychosocial Services Manager/ LCSW, LifeLong Medical Care (Emery Unified School District).

Berkeley & Emeryville, Ca. 08/2013-Present

- Provide Clinical Supervision to the mental health staff, including the MFT and MSW Interns.
- Manage and supervise the EUSD Wellness and Mental Health Programs.
- Serve as the EUSD Lead for the Alameda County School Based Behavioral Health Initiative.
- Develop and Implement Program Services and evaluation
- Facilitate the COST, and Clinical Team meetings.
- Participate on the School Wide RTI/Collaboration and Behavior Management Teams.
- Provide Clinical and procedural trainings for Wellness and other school staff.
- Provide and oversee crisis intervention services.

“Clinical Supervisor CESDC Programs ”, Oakland Unified School District

Counseling Enriched Special Day Class/Mental Health Programs

Oakland, Ca. 10/2007-Present

- Provide weekly Clinical Supervision/ Consultation and Support to Psychiatric Social Workers
- Manage MediCal Billing, including the CQRT, Quality Review Process, Running weekly reports, preparing monthly invoices
- Manage the Clinical Intern Program, overseeing 6-10 MSW and Psychological Interns
- Participation in Program Development
- Plan and Facilitate bi-monthly staff development

- Participate in the Regional Coordinator Meetings to determine appropriate mental health placements
- Participate in the recruitment, interviewing, selection and training of new staff

Psychiatric Social Worker, Oakland Unified School District
 Counseling Enriched Special Day Class/Mental Health Programs – Carl
 Munck Elementary School, Oakland Technical High School, Montera Middle School and the
 Rubicon Program, Oakland, Ca. 8/1998- 2007.

- Provide clinical social work services to SED students and their families; including crisis intervention, case management,
- individual and group therapy, behavioral assessment, diagnosis and treatment.
- Maintain confidential client charts, including monthly MediCal billing.
- Perform annual IEP evaluations, complete functional behavioral assessments and intervention plans.
- Provide consultation to Special Education and General Ed. staff.

Clinical Social Worker/Therapist, Ann Martin Children’s Center
 Counseling Enriched Special Day Class Program – Oakland Technical
 High School and Ralph Bunche/Rubicon Program, Oakland, Ca. 8/1997 - 7/1998.

- Provided clinical social work services to SED students and their families, including behavioral and mental health assessments, diagnosis and treatment.
- Facilitated individual and group therapy, made referrals to community and school resources.
- Participated on the IEP team.

School Social Work Intern, Oakland Technical High School
 Comprehensive School-Based Health Clinic, Oakland 9/1996-5/1997

- Provided individual and group therapy to SED adolescents.
 - Designed and facilitated a support/ social skills group for teen girls.
 - Organized relevant in-service trainings for clinic staff.
 - Developed community resource referral guide.
 - Initiated and facilitated the “Rainbow Alliance” support group for Gay, Lesbian, Bisexual and Questioning students.
 - School Social Work Intern, Ralph Bunche Center – Rubicon Program
 - Public Alternative School for SED Students, Oakland, 1996-1997
- Provided individual and group therapy, crisis intervention and conflict resolution to students diagnosed with serious mental health

- disorders.
- Participated in multidisciplinary team meetings

Social Work Intern, Child Haven

Early Intervention/Child Abuse Prevention Program, Fairfield 1995-1996

- Provided case-management to clients and their families.
- Co-facilitated parenting-skills groups for mothers of “at-risk” children.
- Developed treatment plans and participated in community outreach services.

AWARDS

Recipient of the NASW and UCB School of Social Welfare Alumni Association’s “Outstanding Field Work Practice Student Award.” May 1997