Board Office Use: Legislative File Info.						
File ID Number	21-2617					
Introduction Date	1/12/22					
Enactment Number	22-0026					
Enactment Date	1-12-2022 CJH					



# **Board Cover Memorandum**

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director of Special Education Christie Herrera, Executive Director of Early Learning
Meeting Date	January 12, 2022
Subject	Services Agreement - Lincoln Families – Special Education Department
Ask of the Board	Approval by the Board of Education of a Services Agreement by and between the District and Lincoln Families, Oakland, CA, for the latter provide expanded early childhood mental health services to students in preschool special education to support child focused consultation, classroom focused consultation, programmatic focused consultation, and family support services across five early childhood sites, for the period of September 7, 2021 through June 30, 2022, in an amount not to exceed \$43,000.00.
Background	In light of the COVID 19 pandemic, our youngest students in OUSD and their families need more support in navigating the successful return to school. Support is needed in developing self-regulation skills, navigating separation anxiety, and supporting teachers in implementing positive behavioral supports to maintain the greatest amount of access to the least restrictive environment for our youngest special education students. Lincoln Families has already been a partner to ECE Special Education and this agreement is an expansion of currently existing services in our Early Childhood programs.
Discussion	Approval for Lincoln Families to provide expanded early childhood mental health services to students in preschool special education to support child focused consultation, classroom focused consultation, programmatic focused consultation, and family support services across five early childhood sites.
Fiscal Impact	Funding Source: 6537/Special Education Learning Recovery Fund in an amount not to exceed \$43,000.00.
Attachment(s)	<ul> <li>Services Agreement</li> <li>Certificate of Liability Insurance for Lincoln Families</li> <li>Proof of Workers Compensation and Employer Liability for Lincoln Families</li> </ul>

#### Services Agreement Between Lincoln Families: Early Childhood Mental Health Consultation Program And Oakland Unified School District at Burbank Preschool

This Services Agreement ("Agreement"), dated 9/7/21 for the purpose of reference, is made and entered into by and between Lincoln Families ("Lincoln" or "Lincoln Families"), Early Childhood Mental Health program and Oakland Unified School District, referred to collectively as the "Parties." The parties agree:

#### 1. PURPOSE & OVERVIEW OF SERVICES

This Agreement articulates and clarifies the roles, responsibilities and expectations of each Party. The contracted service provider Lincoln Families, will provide the following services through the Early Childhood Mental Health Consultation program (ECMHC): child focused consultation, classroom focused consultation, programmatic focused consultation, and family support services. Lincoln will provide .5 FTE based at Burbank Preschool to provide these services to Burbank students and staff through blended funding (OUSD and OFCY). Additionally, consultation may be provided to the following CDC's as needed by the .5 FTE.: Laurel CDC, Arroyo Viejo CDC, Garfield CDC, Bella Vista CDC, and ICS CDC.

#### <u>2. TERM</u>

This Agreement shall be valid from September 7, 2021 to June 30, 2022 and may be renewed upon written agreement. The Agreement may be terminated with or without cause by either Party with 30 days' notice; all invoices for services actually provided up to the termination date shall be paid in full.

#### 3. <u>RESPONSIBILITIES</u>

#### A. School District Agrees To:

- 1. Provide access to at least one confidential space to be used for group services, family meetings, and other psycho- educational group activities. Consultant shall not share space with other staff persons during the times they are consulting with students and families. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room)
- 2. Have a dedicated school administrator and/or designee who can be the point of contact for the consultant. This will be the ECE Special Education Coordinator.
- 3. Have at least 1x/monthly meetings between ECE Special Education Coordinator and consultant to discuss services. Teachers and other faculty and staff may be involved in these meetings.
- 4. Assist in the identification and referral of students to OUSD's pre-referral system or special education identification system who may be displaying behaviors that may be related to mental health challenges.
- 5. Ensure that school faculty and staff are informed about the mental health consultant role and the referral process for students/families, and encourage faculty and staff to partner with the mental health consultant to support the students and their families.
- 6. As needed, integrate mental health consultants into staff meetings, staff development training, IEP process/student assistance team as needed.
- 7. Encourage caregiver involvement with the mental health consultant.

## <u>B.</u> Early Childhood Mental Health Consultant(s) agrees to do the following at both Burbank and satellite sites (unless otherwise specified below):

- 1. Attend weekly scheduled meetings with teachers and caregivers to determine student/family needs and appropriate resources.
- 2. Process referrals as needed for the ongoing mental health needs of children, including linkage to outside resources.
- 3. Facilitate caregiver support groups based at Burbank (families from satellite CDC's are welcome to attend in person or virtually): addressing anxiety, depression, grief, and trauma particularly related to student's diagnosis/needs.
- 4. Provide targeted mental health support to families with newly diagnosed children or those transitioning into SpEd.
- 5. Coordinate with onsite psychologists and the OUSD Coordinator of Psychological and Mental Health Services as needed.
- 6. Facilitate teacher/staff support groups at Burbank (staff from satellite CDC's are welcome to attend in person or virtually): addressing stress and anxiety, burnout and vicarious trauma, particularly related to working with a high needs population.
- 7. Attend regularly scheduled staff meetings at Burbank in support of the overall well-being and mental health of teachers, focusing on team cohesion and capacity building.
- 8. Support with the Inclusive Early Education Expansion Program ("IEEEP") grant inclusion efforts, through classroom and program focused consultation at satellite sites.
- 9. Collaborate with other mental health consultants at satellite SpEd sites.
- 10. Strictly adhere to all Mandated Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.
- 11. Communicate with school administration and/or designee of any immediate safety concerns resulting in s student being referred for a 5150 and or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.

#### C. School Based Mental Health Provider Staffing:

- 1. Employees providing mental health related services will meet specific qualifications for the services provided, and will provide services only in areas which fall under their scope of work and have all necessary registration and/or license.
- 2. Early childhood mental health consultants do not provide educational instruction; however, they support with addressing emotional and behavior issues that may interfere with a child's development.

3. Provider's Clinical Manager will oversee the program and provide administrative and clinical supervision to the on-site mental health consultant.

#### D. Building and Grounds

- 1. The District is responsible for the facility and provides maintenance for the facility/classrooms, which is overseen by the respective site Principals and directors.
- 2. Office furniture and group room furniture will be supplied by the District. Service provider will supply and additional clinical furnishings, supplies and/or tools deemed necessary to provider services.
- 3. Phone lines will be supplied by the District.
- 4. The clinician's offices will need Internet and/or Wireless capability and access.
- 5. Provider will supply the clinical staff with an agency issued laptop and cell phone.

#### E. Both Parties Agree To:

- 1. Problems identified by either OUSD or Lincoln staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arise. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team. (site principal, District Program Manager, Provider Clinical Manager)
- 2. Pursuant to this Agreement, Lincoln will provide services for 14 hours/week for the term of this Agreement. This 14 hours/week (.35 FTE) is in addition to 6 hours/week (.15 FTE) that Lincoln is providing through Oakland Fund For Children & Youth (OFCY), for a total of 20 hours/week (.5 FTE).
- 3. The total cost of services should not exceed \$43,000 from September 7, 2021 to June 30, 2022.
- 4. OUSD agrees to pay for services monthly within 45 days of receipt of invoice, not to exceed 14 hours per week.

#### 4. MISCELLANEOUS

#### <u>A.</u> <u>Status.</u>

1. This is not an employment contract. Lincoln, in the performance of this Agreement, shall be and act as an independent contractor. Lincoln 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. Lincoln 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 Lincoln's employees.

2. Lincoln verifies all of the following:

(i) Lincoln is free from the control and direction of OUSD in connection with the performance of the work;

- (ii) Lincoln is providing services directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and Lincoln is in writing;
- (iv) Lincoln has the required business license or business tax registration, if the work is performed in a jurisdiction that requires Lincoln to have a business license or business tax registration;

(v) Lincoln maintains a business location that is separate from the business or work location of OUSD;

(vi) Lincoln is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) Lincoln actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) Lincoln advertises and holds itself out to the public as available to provide the same or similar services;

(ix) Lincoln provides its own tools, vehicles, and equipment to perform the services;

(x) Lincoln can negotiate its own rates;

(xi) Lincoln can set its own hours and location of work; and

(xii) Lincoln 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.

#### B. Insurance.

1. Commercial General Liability Insurance. Lincoln shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured 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 Lincoln. The policy shall protect Lincoln 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.

2. Workers' Compensation Insurance. Lincoln 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.

#### C. <u>Testing and Screening.</u>

1. Tuberculosis Screening. Lincoln is required to screen employees who will be working at OUSD sites for more than six hours. Lincoln 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, Lincoln 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, Lincoln shall obtain an x-ray of the lungs. Lincoln, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

2. Fingerprinting/Criminal Background Investigation. For all Lincoln employees, subcontractors, volunteers, and agents providing the Services, Lincoln shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. Lincoln 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. Lincoln shall provide the results of the investigations and subsequent arrest notifications to OUSD.

#### D. <u>Coronavirus/COVID-19.</u>

1. Through its execution of this Agreement, Lincoln 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.

2. Lincoln agrees to notify OUSD within twelve (12) hours if Lincoln or any employee, subcontractor, agent, or representative of Lincoln who has been present on OUSD campuses tests positive for COVID-19.

3. Lincoln 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 employees to Lincoln or any employee, subcontractor, agent, or representative of Lincoln and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

4. Lincoln shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

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

#### E. Indemnification.

1. To the furthest extent permitted by California law, Lincoln 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 Lincoln's performance of this Agreement. Lincoln also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Lincoln, or subcontractor furnishing work, services, or materials to Lincoln arising out of the performance of this Agreement. Lincoln shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Lincoln's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Lincoln proposes to defend OUSD Indemnified Parties.

2. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Lincoln, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Lincoln 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 Lincoln Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

By signing this Agreement, both parties agree to all of the above mentioned items outlined in this document.

Lincoln

SBBH Agency Provider Name

Burbank Preschool

Name of School

, An

SBBH Agency President & CEO Signature/Date

Name: Gary Yee

Position: President, Board of Education

Date: 1-13-2022

Name: Kyla Johnson-Trammell Position: Secretary, Board of Education

Signature: John Mark

Signature: 850. 1/4

Date: 1-13-2022

Allison S. Becwar

SBBH Agency President & CEO

School Administrator/Designee Name

School Administrator/Designee Signature/Date

Approved as to form by OUSD Services Agreement Staff Attorney Joanna Powell on 9/20/21.

ACORD	

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

								_	9/2	28/2021
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	SUBROGATION IS WAIVED, subject									
th	is certificate does not confer rights to	b the	certi	ificate holder in lieu of su	uch end	dorsement(s)	).	-		
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	C) Heffernan Insurance Brokers					, Ext): 925-934		FAX (A/C, No):	925-93	4-8278
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								PERSONAL & ADV INJURY	\$ 1,000	
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CE	RTIFICATE HOLDER				CANC	ELLATION				
Burbank Preschool and Diagnostic Center Attn: Theresa Lozach					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	3550 64th Avenue				AUTHO	RIZED REPRESE	NTATIVE			
Oakland, CA 94605					MI_					
						///				

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

					28/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUT PEPPESENTATIVE OF PRODUCEP, AND THE CERTIFICATE HOLDER	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	<b>POLICIES</b>		
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	oliov(ioc) must be			ne or b	andorcad		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the p If SUBROGATION IS WAIVED, subject to the terms and conditions of th this certificate does not confer rights to the certificate holder in lieu of su	e policy, certain p	olicies may					
PRODUCER	CONTACT 12	/					
Arthur J. Gallagher & Co.	NAME: KIMberly P PHONE (A/C, No, Ext): 818.53		FAX	: 818.53	9 8719		
Insurance Brokers of CA., Inc. 505 N Brand Blvd. Suite 600	E-MAIL ADDRESS: Kimberly			. 010.00	0.0110		
Glendale CA 91203			RDING COVERAGE		NAIC #		
License#: 0726293		INAIC #					
License#: 0720293							
Lincoln	INSURER B :						
1266 14th Street Oakland CA 94607	INSURER D :						
	INSURER E :						
	INSURER F :						
COVERAGES CERTIFICATE NUMBER: 802412264			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAV INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPI	ст то	WHICH THIS		
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			MED EXP (Any one person)	\$			
			PERSONAL & ADV INJURY	\$			
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OTHER:				\$			
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$			
ANY AUTO			BODILY INJURY (Per person)	\$			
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ANYPROPRIETOR/PARTNER/EXECUTIVE N/A			E.L. EACH ACCIDENT	\$ 1,000	0,000		
(Mandatory in NH)			E.L. DISEASE - EA EMPLOYE	E \$1,000	0,000		
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$ 1,000	0,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedul	le, may be attached if mor	e space is require	ed)	1			
Evidence of Coverage.		-					
CERTIFICATE HOLDER	CANCELLATION						
Burbank Preschool and Diagnostic Center	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Attn: Theresa Lozach							
3550 64th Ave	AUTHORIZED REPRESE	NTATIVE					
Oakland CA 94605	Melisien Cum						
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RE: Quality Comp, Inc.-Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

#### **Specific Excess Insurance**

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000 Employers Liability: \$1,000,000 Limit

#### **Term of Coverage**

Effective Date:January 1, 2021Expiration:January 1, 2022

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jacquelise Harris

Jacqueline Harris Director of Underwriting RPS Monument



UNION CALL

#### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF SELF-INSURANCE PLANS 11050 Olson Drive, Suite 230 Rancho Cordova,CA 95670 Phone No. (916) 464-7000 FAX (916) 464-7007



#### CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

#### Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California This day the 03rd of December 2020

Lyn Asio Booz, Chief

ORIG: Jackie Harris Director Of Underwriting Monument Insurance Services 255 Great Valley Pkwy, Ste 200 Malvern, Pa 19355 NUMBER: 4515 - 0054

### STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR

## CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Lincoln

(Name of Affiliate ) STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.\*

EFFECTIVE DATE : March 1

March 1, 2014

DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA

Uhristine Baber

Lyn Asio Booz, Acting Chief

Christine Baker, Director

\*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

