

Board Office Use: Legislative File Info.	
File ID Number	16-0494
Introduction Date	3-23-16
Enactment Number	16-0451
Enactment Date	3/23/16 80



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

3/23/16

Subject Professional Services Contract Amendment No. 1 -
East Bay Agency for Children -
922/Community School and Student Services (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 922/Community School and Student Services for the period of 07/01/2015 through 06/30/2016.

Background
A one paragraph explanation of why an amendment is needed.

The Community Schools and Student Services Department opened a Central Family Resource Center (CFRC) at the Lakeview campus in December 2012. The CFRC houses the Health Insurance Enrollment Initiative in partnership with Alameda County Social Services and Health Care Services Agencies, and other community partners. In order to expand the insurance enrollment and the CFRC's ability to serve families in other ways, East Bay Agency for Children provides ongoing coordination for the Health and Wellness Office at the Community Schools and Student Services Department.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and East Bay Agency for Children, Oakland, CA, for the latter to provide additional hours of service to coordinate the daily operation of the Central Family Resource Center (CFRC) for the Community Schools and Student Services Department; promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; provide outreach, education, advocacy, and information, referral, and linkage of services to families, in coordination with CFRC staff, volunteers, and partners, as needed for the period of July 1, 2015 through June 30, 2016, in the amount of \$70,284.00, increasing the contract from \$20,000.00 to an amount not to exceed \$90,284.00. All other terms of the contract remain in full force and effect.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 922/Community School and Student Services for the period of 07/01/2015 through 06/30/2016.

Fiscal Impact Funding resource name (please spell out) 9248 / CFRC/Health Ins. Enrollment
not to exceed \$ 70,284.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



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

Legislative File ID No. 16-0494

Department: 922/Community Schools and Student Services

Vendor Name: East Bay Agency for Children

Contract Term: Start Date: 07/01/2015 End Date: 06/30/2016

Annual Cost: \$ 70,284.00

Approved by: Mara Larsen-Fleming / Curtiss Sarikey

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

In 2013, East Bay Agency for Children was selected to be the lead agency for the OUSD Central Family Resource Center through a competitive RFP process. They were chosen because of their qualifications and experience operating Family Resource Centers in Oakland and Alameda County, as well as their capacity to conduct and lead health insurance enrollment initiative.

Summarize the services this Vendor will be providing.

East Bay Agency for Children coordinates the daily operation of the OUSD Central Family Resource Center, oversees the health insurance enrollment initiative, conducts outreach and provides information, referral, and linkage for families to support services.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

In 2013, there was a competitive bid process, and East Bay Agency for Children was selected to serve as the lead agency for the OUSD Central Family Resource Center. For the purposes of continuity of leadership for the center, and because East Bay Agency for Children has continued to meet the qualifications and deliverables from year to year, we have not sought any further competitive bids for this contract.

2) Please check the competitive bid exception relied upon:

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and
East Bay Agency for Children
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 07/01/2015
and the parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
☐ Revised scope of work attached. OR ☒ The CONTRACTOR agrees to provide the following amended services:
2. **Terms (duration):** ☒ The term of the contract is unchanged. ☐ The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months),
and the amended expiration date is 06/30/2016.
3. **Compensation:** ☒ The contract price is unchanged. ☐ The contract price has changed.
If the compensation has changed: The contract price is amended by
☒ Increase of \$ 70,284.00 to original contract amount
☐ Decrease of \$ _____ to original contract amount
and the new contract total is Ninety Thousand Two Hundred Eighty Four dollars (\$ 90,284.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Superintendent

☒ Chief or Deputy Chief

Secretary, Board of Education

3/24/16
Date

3/24/16
Date

CONTRACTOR

Contractor Signature

2/8/16
Date

Josh Leonard, CEO

Print Name, Title

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Contractor will coordinate the daily operations of the Central Family Resource Center (CFRC) at Oakland Unified School District's Office of Community Schools and Student Services Department, and promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; and provide outreach, education, advocacy, and information, referral, and linkage of services to families, in coordination with CFRC staff, volunteers, and partners, as needed.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Families who utilize the CFRC will have access to enrollment for themselves and their children in health coverage and CalFresh, in addition to connections to community resources. The CFRC is co-located with the Student Assignment Office and Transitional Students and Families Unit, which bring thousands of families to Community Schools and Student Services annually. We anticipate that hundreds of these families will be served by the CFRC.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____

- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the CSSSP modification was approved.
- Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the CSSSP modification was approved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2016

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse, Inc. 1900 Embarcadero Suite 206 Oakland CA 94606	CONTACT NAME: Katherine Thomsen PHONE (A/C, No, Ext): (510) 437-1900 E-MAIL ADDRESS: kthomsen@cdginsurance.com FAX (A/C, No): (510) 437-1979 INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19682
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COVERAGES **CERTIFICATE NUMBER:** CL15111302316 **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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	201508866NPO	11/14/2015	11/14/2016	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"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	201508866NPO	11/14/2015	11/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000				
						A				<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	201508866UMBPO	11/14/2015	11/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
										WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Employee Dishonesty Bond		00FA0280544	11/14/2015	11/14/2016	Limit: \$550,000								
A	Sexual Misconduct		2015408866NPO	11/14/2015	11/14/2016	Occurrence/Aggregate \$1,000,000								

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

CERTIFICATE HOLDER Renee.McMearn@ousd.org Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Katherine Thomsen/AN
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME: Teresa Hayward-Shabazz	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED East Bay Agency for Children 303 Van Buren Ave Oakland, CA 94610	E-MAIL ADDRESS: ths@walshcarter.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Redwood Fire & Casualty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	EAWC601633	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED TO THE NAMED INSURED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

re: Central Family Resource Center

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Community Schools & Student Services Department
Attn: Renee McMearn Johnson, Contract Analyst
1000 Broadway, Suite #150
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

COMMENTS/REMARKS

Oakland Unified School District is an Additional Insured per the attached policy form #CG2011 0196, provided it is required in a written contract between the Named Insured and the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.

3. Additional Premium: **Included**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

SAM Search Results
List of records matching your search for :

Search Term : East* Bay* Agency* for* Children*
Record Status: Active

ENTITY	EAST BAY AGENCY FOR CHILDREN	Status:Active
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DUNS: 070159215	+4:	CAGE Code: 34ZD6	DoDAAC:
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Expiration Date: Jul 16, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 303 VAN BUREN AVE

City: OAKLAND

State/Province: CALIFORNIA

ZIP Code: 94610-4340

Country: UNITED STATES



east bay agency for children

ADMINISTRATIVE OFFICE
303 Van Buren Ave.
Oakland, CA 94610
Ph: 510.268.3770
Fax: 510.268.1073
www.EBAC.org

August 31, 2015

Oakland Unified School District
Attn: Risk Management
900 High Street
Oakland, CA 94601

To Whom It May Concern:

This letter is to confirm that all East Bay Agency for Children employees, interns, and volunteers are required to have DOJ & FBI fingerprint and TB clearances to be employed by EBAC and therefore to be assigned to any of our partner school districts.

We will also receive, via our agreement with the California Department of Justice, reports of any subsequent arrests for any of our employees, interns, or volunteers who received clearances through their agency.

Additionally, all of our employees, interns, and volunteers are required to renew their TB skin tests and/or chest x-rays every four years.

API numbers (assigned during the fingerprinting process) will appear on all invoices submitted to OUSD.

Proof of fingerprinting and TB testing for any staff that we assign to an OUSD school will be available to OUSD upon demand.

Sincerely,

Kevin Darby
Associate Director of Human Resources & Operations
East Bay Agency for Children
303 Van Buren Avenue
Oakland, CA 94610
510-268-3770 x1116
kevin.darby@ebac.org

SERVICES

School-based Support Services
School-based therapy
Afterschool programs
School-based health center
Counseling enriched
specialized classrooms
Therapeutic nursery school
Family Support Services
Family resource centers
Grief and loss support
Community Education
Early childhood services
Child assault prevention
Youth Empowerment Services

BOARD OF DIRECTORS

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Galia Phillips
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Matthew Nelson
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Leah Hughes
Rhonda Morris
Mimi Park
Sherry Paterra
Esther van Beers
Natalie Van Tassel

EXECUTIVE DIRECTOR
Josh Leonard



east bay agency for children

Statement of Qualifications

Founded in 1952, East Bay Agency for Children's (EBAC) mission is to improve the well-being of children, youth and families by reducing the impact of trauma and social inequities. EBAC's vision is to build a comprehensive, place-based continuum of accessible, trauma-informed and culturally relevant services that build resiliency, aid in recovery, and, where possible, prevent exposure to adverse childhood experiences. Our program areas are focused on reducing the barriers that contribute to disparities in wellness, academic opportunities and school success for socio-economically and racially marginalized children and youth living in at-risk, impoverished and underserved communities. EBAC serves 20,000 East Bay children and families annually. The majority has experienced or is currently experiencing Complex Trauma; 95% are low-income; and nearly all are limited English proficient, communities of color, newly immigrated, refugees and/or migrants. EBAC's multilingual and multicultural staff collectively speaks 21 languages and is rooted in the communities served. EBAC is Alameda County's largest provider of school-based Early and Periodic Screening, Diagnosis, & Treatment funded mental health services.

EBAC has 23 years of experience providing services to Oakland Unified School District (OUSD) schools and has established strong collaborative relationships with district administrators, education professionals, school communities and other service providers for the District. Our provision of wellness, educational and safety net services contribute to the hub of resources and support available through the Full Service Community Schools model. EBAC services are currently provided at 24 OUSD schools and include school based behavioral health (individual, group and family therapy); mental health and case management services for youth on or at risk of probation; special education programs and counseling enriched classrooms; coordination of the OUSD Central Family Resource Center; afterschool programs; public benefits enrollment; grief, illness and loss services; child abuse and assault prevention; case management; and translation and interpretation.

ADMINISTRATIVE OFFICE
303 Van Buren Ave.
Oakland, CA 94610
Ph: 510.268.3770
Ex: 510.268.1073
www.EBAC.org

SERVICES

School-based Support Services
School-based therapy
Afterschool programs
School-based health center
Counseling enriched
specialized classrooms
Therapeutic nursery school
Family Support Services
Family resource centers
Grief and loss support
Community Education
Early childhood services
Child assault prevention
Youth Empowerment Service

BOARD OF DIRECTORS

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Matthew Nelson
Secretary

Tony Barrueta
Rita Howard
Leah Hughes
Rhonda Morris
Mimi Park
Sherry Paterra
Esther van Beers
Natalie Van Tassel

EXECUTIVE DIRECTOR

Josh Leonard

Please remember EBAC
in Your Will

AMENDMENT ROUTING FORM 2015-2016

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment ☒ Contract amendment packet including Board Memo and Amendment Form
- Checklist ☒ Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
- ☒ Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) sandra.watkins@ousd.org

Contractor Information

Contractor Name	East Bay Agency for Children	Agency's Contact	Josh Leonard				
OUSD Vendor ID #	V001647	Title	Executive Director				
Street Address	303 Van Buren Street	City	Oakland	State	CA	Zip	94610
Telephone	510-268-3770 ext. 110	Email (required)	kristen@ebac.org				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 20,000.00	Original PO #	P1509415	New Requisition #	R0163410
Amended Amount	\$ 70,284.00	Start Date	07/01/2015	End Date	06/30/2016
New Total Contract Amount	\$ 90,284.00	Pay Rate Per Hour		# of Hours	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9248	CFRC/Health Ins.	9229248101	5825	\$ 70,284.00
	Enroll.		5825	
			5825	

Approval and Routing (In order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)		Name	Mara Larsen-Fleming	Phone	510-879-8486
	Site/Department (Name & #)		922/Community School and Student Services		Fax	510-879-4605
	Signature		<i>Mara Larsen-Fleming</i>		Date Approved	2/4/16
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services Dept.					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature		<i>Curtis Sandy</i>		Date Approved	2/23/16
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input checked="" type="checkbox"/> Over \$84,100					
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature		<i>Dan Sullivan</i>		Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract			Approved		Denied - Reason	
Procurement			Date Received		PO Number	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

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File #: **15-1049** Version:1

Name: Professional Services Contract - East Bay Agency for Children - Central Family Resource Center - Community Schools and Student Services Department

Type: Agreement or Contract

Status: Passed

File created: 5/14/2015

In control: Academics

On agenda: 6/10/2015

Final action: 6/10/2015

Enactment date: 6/10/2015

Enactment #: 15-0928

Title: Approval by the Board of Education of a Professional Services Contract between the District and East Bay Agency for Children, Oakland, CA, for the latter to coordinate the daily operations of the Central Family Resource Center (CFRC) at District's Department of Community Schools and Student Services, and promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; and provide outreach, education, advocacy, and information, referral, and linkage of services to families, in coordination with CFRC staff, volunteers, and partners, as needed, for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed \$20,000.00.

Attachments: 1. [15-1049 Professional Services Contract - East Bay Agency for Children - Central Family Resource Center - Community Schools and Student Services Department](#)

Contact: Mara.Larsen-Fleming@ousd.k12.ca.us

[History \(1\)](#)
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[1 record](#)
[Group](#)
[Export](#)

Date ▼	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
6/10/2015	1	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available

Board Office Use: Legislative File Info.	
File ID Number:	15-1049
Introduction Date:	06/10/2015
Enactment Number:	15-0928
Enactment Date:	06/10/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 06/10/2015
Subject: Professional Service Contract
Contractor: East Bay Agency for Children
Services for: 922-COMMUNITY SCHOOLS & STUDENT SERVICES

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and East Bay Agency for Children, Oakland, CA, for the latter to provide: Contractor will coordinate the daily operations of the Central Family Resource Center at OUSD's Office of Community Schools and Student Services, and promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; and provide outreach, education, advocacy, and information, referral, and linkage of services to families, incoordination with CFRC staff, volunteers, and partners, as needed. for the period of 07/01/2015 through 06/30/2016 in an amount not to exceed \$20,000.00.

Background:

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

The Community Schools and Student Services Department opened a Central Family Resource Center (CFRC) at the Lakeview campus in December 2012. The CFRC houses the Health Insurance Enrollment Initiative in partnership with Alameda County Social Services and Health Care Services Agencies, and other community partners. In order to expand health insurance enrollment and the CFRC's ability to serve families in other ways, East Bay Agency for Children provides ongoing coordination for the Health and Wellness Office at the Community Schools and Student Services Department.

Discussion:

(QUANTIFY what is being purchased.)

Contractor will coordinate the daily operations of the Central Family Resource Center at OUSD's Office of Community Schools and Student Services, and promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; and provide outreach, education, advocacy, and information, referral, and linkage of services to families, incoordination with CFRC staff, volunteers, and partners, as needed.

Board Office Use: Legislative File Info.	
File ID Number:	15-1049
Introduction Date:	06/10/2015
Enactment Number:	15-0928
Enactment Date:	06/10/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$20,000.00.

\$20,000.00 CFRC\HEALTH INS ENROLL

Attachments: Professional Services Contract including Scope of Work

Board Office Use: Legislative File Info.	
File ID Number	15-1049
Introduction Date	06/10/2015
Enactment Number	15-0928
Enactment Date	06/10/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

East Bay Agency for Children

This Agreement is entered into between _____ (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 07/01/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/30/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand Dollars and 00/100 Dollars (\$20,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A 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: N/A

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:* N/A, which shall not exceed a total cost of \$0.00.

5. 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:

Professional Services Contract

OUSD Representative:

Name: MARA LARSEN-FLEMING
Site /Dept.: 922-COMMUNITY SCHOOLS & STUDENT SERVICES
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-273-1582
Email: Mara.Larsen-fleming@ousd.k12.ca.us

CONTRACTOR:

Name: Josh Leonard
Title: Executive Director
Address: 303 Van Buren Ave
Oakland, CA 94610
Phone: 510-268-3770
Email: Kristin@ebac.org

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 from OUSD's Risk Management.) 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.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD 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.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **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 similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **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 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.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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, 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 without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under 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.sam.gov/>).
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.
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.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

East Bay Agency for Children

Contractor Signature

Josh Leonard, Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Contractor will coordinate the daily operations of the Central Family Resource Center at OUSD's Office of Community Schools and Student Services, and promote the ongoing development and strengthening of the CFRC's supports and services; oversee the OUSD Health Insurance Enrollment Initiative, a key partnership housed within the CFRC; and provide outreach, education, advocacy, and information, referral, and linkage of services to families, incoordination with CFRC staff, volunteers, and partners, as needed.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Families who utilize the CFRC will have access to enrollment for themselves and their children in health coverage and CalFresh, in addition to connections to community resources. The CFRC is co-located with the Student Assignment Office and Transitional Students and Families Unit, which brings thousands of families to Community Schools and Student Services annually. We anticipate that hundreds of these families will be served by the CFRC.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.