

File ID Number	16-0849
Introduction Date	5-11-16
Enactment Number	160685
Enactment Date	5/11/16
By	sa



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

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

May 11, 2016

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: **District Submitting Grant Agreement - Violence Intervention Services**

ACTION REQUESTED:

Approval and support by the Board of Education of a Grant Agreement for OUSD schools for fiscal year 2016-2017, to support the salary and benefits for the position of the Coordinator, Juvenile Justice Center, to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2016-2017 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
16-0849	Yes	Grant	Oakland Unified School District	To support the salary and benefits for the position of the Coordinator, Juvenile Justice Center, to facilitate the return of students exiting the Juvenile Justice Center into an Oakland Unified School District education site and refer eligible youth to Case Management Services for a positive connection to school and positive community adjustment.	January 1, 2016 - June 30, 2017	City of Oakland, Measure Z: The Oakland Public Safety and Services Violence Prevention Act	\$120,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant agreement for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued \$120,000.00

RECOMMENDATION:

Approval and support by the Board of Education of a Grant Agreement for OUSD schools for fiscal year 2016-2017 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Oakland City Council, Resolution No. 85926

Grant Agreement

Schedule A: Oakland Unite Grantee Services Scope of Work



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

Legislative File ID No. 16-0849

Department: Community Schools and Student Services

Vendor Name: City of Oakland

Contract Term: Start Date: January 1, 2016 End Date: June 30, 2017

Annual Cost: \$ 120,000.00

Approved by: Curtiss Sarikey, Deputy Chief

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

City of Oakland has a vested interest in supporting the transition for high needs students of Oakland.

Summarize the services this Vendor will be providing.

A process to ensure a warm transition will be well defined to support students exiting from the Juvenile Justice Center (JJC). Before exiting the JJC, students will meet with personnel to develop an educational plan that are aligned to academic standards. Students will be assigned an appropriate case manager to support the social emotional needs of the student and the academic plans.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

This is a grant agreement to continue the services and support provided for the Juvenile Justice Center.

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 \$86,000 (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
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**

OUSD Grants Management Face Sheet

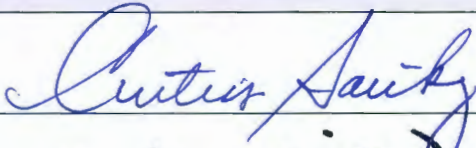

Title of Grant: Measure Z: Oakland Public Safety and Services Violence Prevention Act	Funding Cycle Dates: January 1, 2016 – June 30, 2017
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Hattie Tate Oakland Unified School District Community Schools and Student Services Department 1000 Broadway, Suite 150 Oakland, CA 94607	Grant Amount for Full Funding Cycle: \$120,000.00
Funding Agency: Peter Kim, Project Manager Oakland Unite Violence Prevention Programs City of Oakland Department of Human Services 150 Frank Ogawa Plaza, Suite 4340 Oakland, CA 94612 (510) 893-4374 Email: Pkim@oaklandnet.com www.oaklandunite.org	Grant Focus: To provide support for the transition for high needs students.
List all School(s) or Department(s) to be Served: All Schools within the Oakland Unified School District	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	A process to ensure a warm transition will be well defined to support students exiting from the Juvenile Justice Center (JJC). Before exiting the JJC, students will meet with personnel to develop an educational plan that are aligned to academic standards. Students will be assigned an appropriate case manager to support the social emotional needs of the student and the academic plans. This grant will support the salary and benefits for the position of the Coordinator of the Juvenile Justice Center.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.46% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	City of Oakland, through the Measure Z Program, will facilitate a data collection structure for the Program Manager to input client and program data electronically on a regular bases and submit automated invoices and progress reports electronically. Measure Z will partner with an outside evaluator, including but not limited to site visits, surveys, assessments and interviews to evaluate the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Personnel in the Community Schools and Student Services Department (CSSS) to facilitate and fine tune a process to place students exiting the JJC in an Oakland Unified School District educational site and refer eligible youth to Case Management Services.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.46% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance?
(Include contact's name, address, phone number, email.)

Hattie Tate
Oakland Unite Coordinator, Juvenile Justice Center (JJC)
Community Schools and Student Services Department
1000 Broadway, Suite 150
Oakland, CA 94607
(510) 879-2820
Email: Hattie.Tate@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Curtiss Sarikey		4.18.16
Chief Academic Officer	Devin Dillon		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Anton Wilson		

2015 NOV 19 PM 12:00

OAKLAND CITY COUNCIL

Macanlay
City Attorney

RESOLUTION No. 85926 C.M.S

Introduced by Councilmember _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE VIOLENCE INTERVENTION SERVICES IN ACCORDANCE WITH THE 2014 OAKLAND PUBLIC SAFETY AND SERVICES VIOLENCE PREVENTION ACT (MEASURE Z) FOR PERIOD JANUARY 1, 2016 TO JUNE 30, 2017 IN AN AMOUNT NOT TO EXCEED \$9,555,000 (AN ANNUALIZED AMOUNT OF \$6,370,000), WITH A ONE-YEAR OPTION TO RENEW THROUGH JUNE 30, 2018 PENDING COUNCIL APPROVAL

WHEREAS, the City of Oakland voters passed Measure Z, the 2014 Oakland Public Safety and Services Violence Prevention Act ("Measure Z"), in November 2014, approving a series of taxes to support violence intervention objectives, including programs and services that provide support for at-risk youth and young adults to interrupt the cycle of violence and recidivism, and for youth and young adults at highest risk of violence as guided by data analysis; and

WHEREAS, Measure Z establishes a Public Safety and Services Violence Prevention Oversight Commission (SSOC), whose members received and approved the priority spending plan for violence prevention and intervention funds received through the ordinance on May 27, 2015; and

WHEREAS, the violence prevention program strategies and the process for allocating funds for a two-and-a-half year grant cycle were approved by City Council on July 21, 2015; and

WHEREAS, the Budget Office currently projects total Measure Z revenue for Fiscal Year (FY) 2015-2016 and Fiscal Year 2016-2017 to be an estimated \$24,658,021 and \$25,207,875 respectively; and

WHEREAS, of this total, an estimated \$7,890,581 is available to the Human Services Department (HSD) for violence intervention and prevention programs in FY 2015-2016 and \$8,082,590 in FY 2016-2017 (after 10% administrative costs are allocated); and

WHEREAS, the SSOC recommended and the City Council authorized the use of \$2,407,832 from FY 2015-2016 Measure Z funds to extend programs funded under Measure Y from July 1, 2015 through December 31, 2015 while the spending plan and the subsequent request for proposals could be approved and carried out (Resolution No. 85631 C.M.S.); and

WHEREAS, the City Council approved \$6,525,000 annually to be awarded through a Request for Proposals process to qualified organizations providing violence prevention services in the strategy areas of Life Coaching/Intensive Case Management, Education and Economic Self-Sufficiency, Violent Incident and Crisis Response, Community Asset Building, and the Innovation Fund (Resolution No. 85720 C.M.S.); and

WHEREAS, the City Council approved funding strategies and process included an annualized amount of \$170,000 in Measure Z revenue for the following public partners for coordination of program efforts: Oakland Unified School District and Alameda County Probation (Resolution No. 85720 C.M.S.); and

WHEREAS, the City Council approved funding strategies and process also included that \$200,000 be set aside for release in a forthcoming Request for Qualification to provide training and technical assistance to funded providers, with the remainder of the funds allocated to various direct service coordination positions within HSD for FY 2015-2018 (Resolution No. 85720 C.M.S.); and

WHEREAS, the City Council allocated an additional \$110,000 annually from the City's General Purpose Fund in FY 2015-2016 and Fiscal Year 2016-2017 specifically for transitional housing and support for commercially sexually exploited youth, to be allocated through the Measure Z RFP (FY 2015-17 Adopted Budget) budgeted in the General Purpose Fund (1010), Policy & Planning Org (78311) Services for Sexually Exploited Children Project (A490855); and

WHEREAS, revenue projections are not yet available for the final year, FY 2017-2018, and if revenue projections decrease for that year, staff recommends all allocations be adjusted by the same percentage amount; and

WHEREAS, the Oakland Unite Measure Z Request for Proposals from non-profit and public entities to provide services for the period of January 1, 2016 through June 30, 2017 with a one-year option to renew with City Council approval, was released on August 10, 2016; and

WHEREAS, trained reviewers have evaluated 75 eligible proposals for Measure Z funding in accordance with the criteria in the Request for Proposals (RFP); and

WHEREAS, 30 proposals are recommended for funding by Measure Z and the CSEC General Purpose Fund through the RFP process; and

WHEREAS, due to insufficient response by qualified applicants proposing to serve West Oakland under the Street Outreach sub-strategy, staff recommends that \$325,000 out of Measure Z service funds be reissued in a new Request for Proposals in order to solicit additional proposals for this sub-strategy; now, therefore, be it

RESOLVED: That the City Administrator is hereby authorized to execute grant agreements with the service providers listed below in the amounts specified for a total not to exceed an amount of \$9,555,000 (an annual amount of \$ 6,370,000) for the period of January 1, 2016 through June 30, 2017, with a one-year option to renew pending City Council approval, for the purpose of funding services as described in the accompanying report:

**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Grant Agreement (the "Agreement") is entered into effective January 1, 2016, by and between the City of Oakland, a municipal corporation (the "City"), and Oakland Unified School District ("Grantee").

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period January 1, 2016 to June 30, 2017.
- B. The City Council, pursuant to Resolution No. 85926 C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to One Hundred and Twenty Thousand dollars (\$120,000) (the "Grant").

2. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities ("Work") specified in the **Scope of Work** attached to this Agreement as **Schedule A** and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be Peter Kim.

3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work and the Memorandum of Understanding to Establish a Secure Electronic Data Collection System attached hereto as Schedule A-2 and incorporated herein by reference, in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The Grant term shall begin on January 1, 2016, and shall end on June 30, 2017.

5. Method of Payment

Grantee shall be paid for the performance of the Work set forth in the Scope of Work in accordance with the Program Budget included in the Scope of Work. Payments shall be made in the amounts stated in the Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of the Work or as otherwise specified in the Scope of Work. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall state a description of the Work completed, itemized costs, fees and expense and the amount due.

Each request for payment must include a performance report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee's performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation and detail Grantee's plan to increase client service levels for the remainder of the term of this Agreement in order to meet performance goals.

The documents submitted shall be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 60 days following the completion or termination of this Agreement. No claims submitted after the 60-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 60-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise

comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City's Liaison in writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, upon the filing of a complaint, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

7. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement

of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

8. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

9. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

10. Records and Audit

Grantee must maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records,

and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

11. Fraud, Waste and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

12. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City, and any attempt to assign, subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

13. Publicity

Any publicity generated by Grantee for the program funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, shall make reference to the contribution of the City in making the project possible. The words "City of Oakland" shall be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the program funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this program.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (v) Unauthorized use or disclosure by Grantee of confidential information; or
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to

any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnatee.

- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

17. Right to Offset Claims for Money

All claims for money due or to become due from the City shall be subject to deduction or offset by the City from any monies due Grantee by reason of any claim or counterclaim arising out of this Agreement, any purchase order, or any other transaction with Grantee.

18. Events of Default and Remedies

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the Work set forth in the Scope of Work;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any other provision of this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

- (A) Terminate this Agreement in whole or in part;
- (B) Suspend payments under this Agreement;
- (C) Demand immediate reimbursement of any funds disbursed under this Agreement;
- (D) Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- (E) Bar Grantee from future funding by the City; and/or
- (F) Pursue any other remedy allowed at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2017.

19. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on 30 days' written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

20. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

21. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- d. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. Local/Small Local Enterprise Participation

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

24. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of ~~\$12.35~~ **with health benefits** and ~~\$11.40~~ **without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least ~~\$1.37~~ per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

25. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of a Grantee's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of Grantee.

The Equal Benefits Ordinance requires, among other things, submission of the Equal Benefits Declaration of Nondiscrimination attached hereto as **Schedule N-1** and incorporated herein by reference.

26. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

27. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

28. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

29. Business Tax Certificate or Exemption

Grantee shall obtain and provide proof of a valid City business tax certificate or business tax exemption certificate. Said certificate must remain valid during the duration of this Agreement.

30. Abandonment of Grant

The City may abandon or indefinitely postpone the Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

31. Relationship of Parties

The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation.

32. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement and otherwise carry out the Work; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the Work; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

33. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the City and Grantee.

34. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved for form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee

35. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

36. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City

City of Oakland, Human Services Department
150 Frank H. Ogawa Plaza, Suite 4340
Oakland CA 94612-2033
Tel: (510) 238-6794
Fax: (510) 238-7207
Attn: Peter Kim

Grantee

Oakland Unified School District, CSSS
1000 Broadway Suite 680
Oakland, CA 94607
Attn: Hattie Tate

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

37. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

38. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

39. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

40. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

41. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

42. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to Grantee to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should Grantee not complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of Grantee to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Grantee.

43. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

44. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

45. Counterparts

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

46. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule A-2: Memorandum of Understanding to Establish a Secure Electronic Data Collection System
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

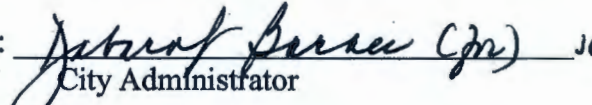
47. Approval

If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

[SIGNATURES ON NEXT PAGE]

"CITY"

CITY OF OAKLAND, a municipal corporation

By: 
City Administrator

Approved for forwarding:

By: 
Department Head

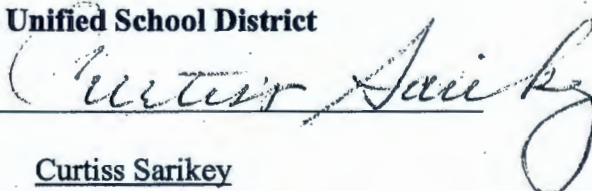
85926
Resolution Number

Approved as to form and legality:

By: 
Deputy City Attorney

"GRANTEE"

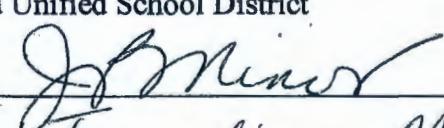
Oakland Unified School District

By: 

Name: Curtiss Sarikey

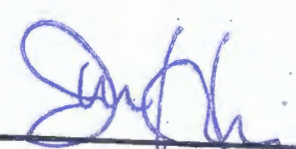
Title: OUSD Deputy Chief, Community Schools & Student Services Dept.

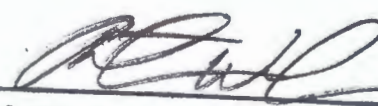
Oakland Unified School District


By: 

Name: Jacqueline Minor

Title: OUSD Legal Counsel


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

File ID Number: 16-0849
Introduction Date: 5/11/16
Enactment Number: 16-0685
Enactment Date: 5/11/16
By: 

SCHEDULE A
Oakland Unite Grantee Services Scope of Work
January 2016 – June 2017

This Scope of Work outlines services that will be provided by ***Oakland Unified School District (OUSD)*** (Grantee) as a condition of receiving funds from the ***City of Oakland (City)*** Human Services Department (HSD).

The violence prevention programs administered by HSD, funded by the Oakland Public Safety and Services Violence Prevention Act of 2014 (Measure Z) and other funding sources are collectively called '***Oakland Unite***' and may be referred to as such throughout this scope.

SECTION I: INTENSIVE YOUTH CASE MANAGEMENT SERVICES

A) Description of Services

1. ***Oakland Unified School District (OUSD)*** (Grantee), as a provision of receiving Oakland Unite funding from the City of Oakland in the Intensive Youth Case Management Strategy, shall place students exiting the Juvenile Justice Center (JJC) in an Oakland Unified School District (OUSD) educational site or other educational institution and refer eligible youth to case management services. This will include staffing of one Program Coordinator and the provision of services to up to 810 youth to be re-enrolled back into an OUSD school and 450 youth to be referred for case management services over the contract period of January 1, 2016, through June 30, 2017.
2. **Start-up Efforts:** This ongoing program and no new staff will be needed.
3. **Services Summary:** The OUSD JJC Program Coordinator will enroll youth in OUSD educational sites as well as other educational institutions and refer youth to case management services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The OUSD Program Coordinator will also co-facilitate with Oakland Unite staff monthly case conference meetings with Alameda County Probation, Mental Health, Case Managers, OUSD staff, JJC Transition Center and Medical staff. Alameda County Probation has placed a Deputy Probation Officer (DPO) liaison in the JJC Transition Center to collaborate with Grantee on CBO referrals and to provide informational support to case managers. Services will consist of the following:
 - a. Eligibility requirements and client recruitment: youth served must be ages 12 to 18, leaving the JJC and reenrolling in OUSD or other educational appropriate institution or program. The OUSD JJC Program Coordinator will work with Probation and Transition Center staff to provide referrals to Oakland Unite funded agencies.
 - b. Method of confirming client eligibility for enrollment: The OUSD JJC Program Coordinator will input relevant OUSD information into CitySpan for each client, and provide a referral through CitySpan to Oakland Unite funded agencies.
 - c. The OUSD Coordinator will be supervised by OUSD personnel. The JJC Program Coordinator will report to the OUSD Deputy Chief of Community Schools & Student services. The Deputy Chief will oversee all OUSD staff, programming and operations and work in partnership with other units from OUSD to support staff at the Transition Center located at the JJC.
 - d. As part of the OUSD team, a JJC Transition Specialist will also be assigned to the Transition Center and will work in collaboration with the JJC Program Coordinator to identify and assess students and develop educational goals and plans. The JJC Transition Specialist will evaluate and ensure all transcripts are accurate by providing out of district transcripts and initiating educational interventions, offering referrals to social services and other community resources and consulting with law enforcement agencies regarding students as necessary. The JJC Transition Specialist will also support the

student's transition back into school through communicating relevant and timely information to school staff and families, support prioritized strategies of a warm and welcoming transition back to sites and follow up with students and families after transition.

4. Coordination and Mandatory Meetings:

- A. Case Managers and the Program Coordinator must attend monthly case conference meetings held by HSD to discuss client success, challenges, and support needs. Program Managers will be required to run client data reports and submit them to HSD in preparation for monthly case conferencing. Exact dates for report submissions TBD. Failing to prepare monthly reports in a timely manner will result in a 5% reduction for each missed meeting. HSD will provide instructions on running client reports in CitySpan.
- The OUSD JJC Program Coordinator will assist with facilitation/coordination of Multi-Disciplinary Teams (MDT) meetings to reintroduce clients back into the school environment with supports. MDT's will be conducted as needed.

5. **Participant Deliverables Recap:** Under Oakland Unite, the OUSD JJC Program Coordinator is responsible for identifying and assigning 810 students to OUSD schools and 450 youth to Oakland Unite case managers by the end of the program period. The Program Coordinator will meet with the Intensive Youth Case Management Network as needed to ensure the referral process is smooth.

B) Funding & Schedule for Reporting and Invoicing for January 1, 2016 – June 30, 2017

The City agrees to pay the Grantee a sum not to exceed **\$120,000.00 One hundred twenty thousand dollars** funded by the budgeted revenues from tax proceeds of Oakland Unite for the performance of grantee deliverables listed below and based on approved project expenditures as outlined in the attached sub-strategy **Budget** and **Budget Narrative**. This sum shall be inclusive of any and all applicable federal, state and local taxes.

The schedule for reporting, invoicing, and payments for this sub-strategy is as follows:

Types of Report	Due Date	Payment Amount
Advance due upon execution of the contract	January 2016	\$12,000.00 (10% of total)
Submit Progress Report documenting achievement of Quarter 1 deliverables	Friday, April 8, 2016	\$18,000.00 (15% of total)
Submit Progress Report documenting achievement of Quarter 2 deliverables	Friday, July 8, 2016	\$18,000.00 (15% of total)
Submit Progress Report documenting achievement of Quarter 3 deliverables.	Friday, October 7, 2016	\$18,000.00 (15% of total)
Submit Progress Report documenting achievement of Quarter 4 deliverables Proof of twenty-percent (20%) match of total Oakland Unite funds must be submitted*	Friday, January 6, 2017	\$18,000.00 (15% of total)
Submit Progress Report documenting achievement of Quarter 5 deliverables	Friday, April 7, 2017	\$18,000.00 (15% of total)
Submit Final Progress Report documenting achievement of deliverables for entire contract	Friday, July 28, 2017	\$18,000.00 (15% of total)
Total Amount		\$120,000 TOTAL

* See "Oakland Unite Requirements for All Grantees" for additional details regarding proof of match.

C) Schedule for Deliverables for January 1, 2016 – June 30, 2017

Payment for this sub-strategy will be based on performance of the deliverables listed below, as well as submission of invoices documenting expenditures of project funds in approved categories:

Benchmarks to be Achieved	Quarter					
	Q1: Ends March 31, 2016	Q2: Ends June 30, 2016	Q3: Ends Sept. 30, 2016	Q4: Ends Dec. 31, 2016	Q5: Ends March 31, 2017	Q6: Ends June 30, 2017
# of students enrolled in OUSD schools	135	305	415	610	700	810
# of students referred to case management	143	175	250	300	400	450
# of MDT meetings at school sites planned	3	6	9	12	15	18
# of Case Conferencing meetings co-facilitated	3	6	9	12	15	18
# of presentations at community meetings	N/A	1	2	3	4	5
# of youth referred to other educational institutions						
# of students assessed for special education						

SECTION II: OAKLAND UNITE REQUIREMENTS FOR ALL GRANTEES

A) Oakland Unite Service Requirements

1. **Funds Must Supplement:** Grantee understands that Oakland Unite funds may not be used to supplant other funds. Oakland Unite funds may be used to expand or enhance existing programs or to initiate new services or programs.
2. **Oakland Residents:** Grantee shall provide services to Oakland residents only with Oakland Unite funds, unless given authority to provide services to non-residents by HSD staff for a specific reason (ie. safety of participant).
3. **Mandatory Meetings:** Grantee shall appoint an appropriate staff member to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of up to 5% of the scheduled payment for that fiscal quarter.
 - a. **Quarterly Grantee Convening:** Grantee shall appoint appropriate staff members to attend the quarterly meetings of Oakland Unite grantees held by HSD and/or the independent evaluator.
 - b. **Community-Based Meetings:** Grantee shall attend at least five (5) community-based meetings to make presentations about the Oakland Unite Violence Prevention Programs, and the work their agency is funded to do. Presentations must be approved by the Program Officer, and must meet the following criteria:

- i. Organized by an agency other than the grantee (exception: National Night Out)
 - ii. Event must be geared towards adults
 - iii. Events must have at least 5 attendees
4. The Grantee shall adhere to the instructions and procedures to be provided, and revised from time to time, by HSD in the Oakland Unite Grantee Manual.

B) Reporting, Documentation and Evaluation Requirements

The Grantee shall submit the following reports, at the time and in the number of copies specified, to the Program Officer designated by Oakland Unite. If requested to do so by the Program Officer, the Grantee shall present an oral briefing on any report submitted.

1. **Progress Reports:** Reports should address progress in terms of program implementation and completing the tasks specified in the previous section(s), plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period as documented in the CitySpan database.

Grantee will provide six (6) quarterly Progress Reports via the Cityspan database that include the information above and also compile program data on required deliverables and other measurable benchmarks listed in the previous section(s), as well as other program data requested for the purpose of evaluation, including but not limited to, client demographics, and client service dosages. Progress Reports will be due by the following dates:

- Friday, April 8, 2016 (1st quarter)
- Friday, July 8, 2016 (2nd quarter)
- Friday, October 7, 2016 (3rd quarter)
- Friday, January 6, 2017 (4th Quarter)
- Friday, April 7, 2017 (5th Quarter)
- Friday, July 28, 2017 (Final Report)

2. **Data Collection:** In addition to program data described above, Grantee may be asked to participate in data collection related to measurable data outcomes. This may include any viable information on: a) criminal convictions; b) school attendance; c) school re-entry; and d) violent injury or re-injury. This information may be supplemented by data from institutional partners such as Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.
3. **Evaluation:** Grantee agrees to comply with data requests from the independent evaluation provider as well as from the internal process evaluator from the City Administrator's Office. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the independent evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with the independent evaluator in a timely fashion.

HSD reserves the right to withhold up to 5% of Grantee's scheduled payment if the independent evaluator indicates that the Grantee has not been responsive to the evaluator's requests.

4. **Consent Forms:** Grantee will collect signed Release of Information forms for every client for whom individual level services are provided. For minors, services that require parental permission in order for the minor to participate in the program also require a signature of consent from parent/guardian or legal designee if they are a ward of the Court. Program participants consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

The City reserves the right to withhold up to 5% of Grantee's scheduled payment if the Grantee does not demonstrate a sufficient effort to collect consent forms from each participant for whom individual-level services are provided.

5. **Grievance Procedures:** Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through public posting in the service site or through the client intake process and documented in the client's file.
6. **Match:** The Grantee will provide documentation of the twenty-percent (20%) match of the total amount of Oakland Unite funds for each sub-strategy (noted above) in which the grantee receives funds. Match documentation will be required for the entire Oakland Unite contract period of January 1, 2015 through June 30, 2017, by the fourth quarter: Friday, January 6, 2017.
7. **Lead Agencies and Fiscal Sponsors:** The Grantee shall comply with the required guidelines for monitoring of sub-grantees that will be provided in the Oakland Unite Grantee Manual, including but not limited to: ensuring documentation of service provision and submission of quarterly invoices and progress reports, and conducting program observations and site visits to review service delivery and fiscal and management controls.
8. **Service Provision Documentation:** Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant, and of all events held as part of the grant. All required documentation should be kept on file for at least five years after the end date of this contract. HSD staff will examine the following documentation during site and file review visits:
 - a. Street and/or General Outreach: A log that includes the time, date, location, number of staff and number of people served at each street and/or general outreach event.
 - b. Intensive Outreach: A file for each participant that includes an intake form, a log with the date and time of each contact, proof of eligibility, and an Oakland Unite consent form.
 - c. Group Services: A sign-in sheet for each group session held that includes the time, date, location and the names with signatures for each participant. Eligibility and consent forms for each group participant must also be maintained.
 - d. Employment Services: Program files must include proof of eligibility and work readiness (e.g., social security card, ID card, etc.), incentive/stipend logs, job placement/retention verification, and consent forms for each participant.
 - e. Case Management Services: A file for each participant that includes: proof of eligibility; an intake form and/or an assessment form; a separate case plan; record of any incentives/stipends received, and an Oakland Unite consent form.
 - i. Case Management Tools: Grantees will be asked to share intake, assessment, and case plan tools with HSD in Quarter 1 of the contract period in order to co-develop a shared or similar set of tools across Oakland Unite grantees providing case management.
 - ii. Contacts and Case Notes: Each contact that is entered into CitySpan database should have an associated case note. Case notes should be concise, but should contain sufficient information to justify the length and purpose of the contact, and the relation to participant's needs and goals.
 - iii. Case Notes should include: the date of the contact, the length of the contact, items discussed, progress made in reaching the goals of their case plan, and the staff member involved. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.

- f. **Mental Health Services:** A file for each participant that includes: proof of eligibility; an intake form; any assessments completed; and an Oakland Unite consent form. Contacts that are documented in the CitySpan database must have associated case notes in CitySpan and/or in another format accessible to Program Officers for review.
- g. **Trainings:** A sign-in sheet that includes the time and date of the event and signatures of each training participant.

C) Payment

1. The City agrees to pay the Grantee a sum not to exceed the combined total(s) specified in the section(s) above for the performance of sub-strategy deliverables and project outcomes, and based on project expenditures in approved categories.
2. Grant funds may only pay for the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
3. The Grantee shall submit invoices for services with an accompanying progress report according to the schedule(s) set forth above via the CitySpan database. The invoice will be generated and include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. Upon receipt, review and approval of the Grantee's invoice, the City shall within 20 calendar days pay the Grantee for satisfactory completion of the services or "deliverables" as outlined in the table(s) above, as well as for documented expenditure of project funds in approved categories. The City or its designee will determine whether the deliverables have been satisfactorily completed and warrant the scheduled payment to the Grantee.
5. The Grantee's failure to satisfactorily render the deliverables due as indicated on the schedule(s) above may result in a reduction in payment for that sub-strategy based, in part, on the percentage of work not completed. Failure to complete deliverables may also result in suspension of payment, termination of this Agreement, and disqualification from contracting for or receiving funds from the City during the next twelve months.
6. The Grantee shall adhere to the instructions and procedures to be provided and revised, from time to time, by the City concerning invoices and progress reports, which may include requests for additional supporting documentation of reporting expenditures at any time.
7. For state and federally funded programs, the City will require supporting documentation of all reported expenditures. Documentation may consist of copies of the following as relevant:
 - a. Personnel expenditures: payroll reports
 - b. Purchase of goods or services: itemized vendor invoices and statement showing payment to vendor
 - c. Stipends to clients/participants: recipient list, contact information, and stipend amount

Definitions:

General outreach: Efforts to contact and engage a participant about whom nothing is known. This may include outreach events, street engagement, presentations at schools, et cetera.

Intensive outreach: Efforts to contact and engage specific participants (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the "engagement" work to bring a youth or young adult into a program. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

Case Management: Activities once an enrolled youth/young adult has been assessed and assigned to a case manager who then develops and follows up on a service/case plan with the participant. Regular in-person contact with the participant is maintained by the case manager over an extended period of time and efforts are made to move the participant toward the goals set out in the service/case plan. Referrals and assistance with improving the participant's school, home and community experience are made in accordance with the best practices in providing high risk youth with case management. Documentation is maintained regarding the progress the participant is making over time. Travel time spent to meet the participant and/or spent trying to locate the participant does not count as case management time. Time spent meeting with the participant's family and teachers (as well as time with the participant) does count as case management time.