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Board Cover Memorandum

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director, Special Education Stacey Lindsay, Special Education Director, Related Services: Psychological and Mental Health
Meeting Date	June 7, 2023
Subject	Services Agreement - The Speech Pathology Group dba SPG Therapy & Education – Special Education Department
Ask of the Board	<input checked="" type="checkbox"/> Approve Services Agreement <input type="checkbox"/> Ratify Services Agreement
Services	Approval by the Board of Education of a Services Agreement by and between the District and The Speech Pathology Group dba SPG Therapy and Education, Walnut Creek, CA, for the latter to provide a service that includes: comprehensive mental health services to students with Individual Education Program (IEP) who require Educationally Related Mental Health Services (ERMHS) to access their specialized academic instruction to those students placed in the mental health specific (also known as a counseling enriched) special day classes at Sequoia Elementary School and Oakland Academy of Knowledge (OAK); individual and group therapy in accordance with student IEPs; milieu services; other collateral or consultative work to support the student, the broader IEP team and school staff who engage with the students as per RFP #22-132PEC, for the period of July 16, 2023 through June 30, 2026, in an amount not to exceed \$5,820,000.00.
Term	Start Date: July 16, 2023 End Date: June 30, 2026
Not-To-Exceed Amount	\$5,820,000.00 for the term of the 3 year contract.

Competitively Bid	Yes RFP #22-132PEC
In-Kind Contributions	Oakland Unified School District will provide space for the IEP driven confidential therapeutic services to be provided.
Funding Source(s)	RES 6500 Special Education
Background	<p>Since 1986, mental health services mandated through IEPs have been provided to our students through Alameda County Behavioral Health (ACBH) based on Assembly Bill 3632. In 2010, AB 3632 was repealed and replaced by AB 114, returning the responsibility of IEP related mental health services to Special Education Local Plan Areas and their districts and SELPAs. ACBH continued to partner with the districts of Alameda County, including OUSD. In June 2022, school districts were notified by ACBH of their gradual withdrawal from providing Educationally Related Mental Health Services (ERMHS) with a final end date of June 30, 2023. As of July 1, 2023, the provision for ERMHS will be the sole responsibility of OUSD/Oakland SELPA to implement as federally and state mandated in student IEPs who have been determined to require such services in order to access their specialized academic instruction (SAI).</p> <p>The Speech Pathology Group dba SPG Therapy & Education was selected for the Counseling Enriched SDC based on their ability to provide trained mental health clinicians and behavioral support staff. SPG has a long standing history with the OUSD Special Education Department as one of the contracted NPAs to provide speech/language pathologists, school psychologists, behavioral support staff, and mental health clinicians. The quality of the practitioners they have provided has been exceptional and it is believed that they will continue to have the ability to provide quality professionals that will support the students of the CE SDC programs at OAK and Sequoia. allowing students to grow emotionally, socially, behaviorally, and academically</p>
Attachment(s)	<ul style="list-style-type: none"> ● Services Agreement - The Speech Pathology Group dba SPG Therapy & Education, ● The Speech Pathology Group dba SPG Therapy & Education, Proposal to RFP #22-132PEC ● Request for Proposal (RFP) #22-132PEC - Special Education Educationally Related Mental Health Services for Oakland Unified Students ● Data Sharing Agreement

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
The Speech Pathology Group dba SPG Therapy and Education

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
July 16, 2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):
June 30, 2026.

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$5,820,000 for the term of the 3 year contract.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services

are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: SPG Therapy and Education
Title: President
Address: 2021 Ygnacio Valley Road C-103
City, ST Zip: Walnut Creek, CA 94598
Phone: 925-945-1474 x138
Email: Contracts@spgtherapy.com

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warranties.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

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

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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 subsequent act from constituting a violation of this Agreement.
24. **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.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of 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/>).

27. **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 described in Paragraph 8 (Compensation). 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.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: SPG Therapy & Education Signature: 
Susan Stark (May 8, 2023 14:57 PDT)

Position: President Date: May 8, 2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. **VENDOR specifically acknowledges and agrees to this term/condition on the above date.**

OUSD

Name: Michael Hutchinson Signature: 

Position: _____ Date: 6/8/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 6/8/2023

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

SPG will provide four Full-Time Mental Health Clinicians, one per CE SDC program and four Mental Health or Behavior Technicians, one per CE SDC program; a total of two Mental Health Clinicians and two Mental Health or Behavior Technicians each at Oakland Academy of Knowledge and Sequoia Elementary School. Additionally, SPG will provide a 0.4-0.6 FTE Lead "Coach" MH Tech, Behavior or Milieu Supervisor. A representative from SPG will meet on a monthly basis with OUSD Special Education Leadership team members for regular updates on program progress.

The IEP services the SPG staff will be required to provide include: individual and group counseling in accordance with student IEPs, therapeutic milieu support in the classroom throughout the school day, outreach and engagement with families, family counseling (when required), ongoing assessment of student needs, behavioral supports within the classroom and broader school community, psychiatric medication management referrals (when appropriate), participation in the IEP process, case management and linkage to resources, and crisis prevention and intervention, as well as training for school site staff on mental health and behavior as described in SPG's proposal. Classroom team members and their supporting SPG staff will engage in weekly team meetings for effective alignment on student needs and either biweekly or monthly with school site leadership for alignment with the broader school climate and culture.

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

The above services would be expected to continue through a telehealth/teletherapy format, and through in-person services at the

student's home and/or mutually agreed upon (district family and SPG staff) location.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Monthly Rate: \$176,364 per month

Invoices shall be paid on the basis of services rendered, and costs shall be reduced if Vendor is unable to provide full staffing as described in 1A.

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

As a result of these services, students placed in the Sequoia Elementary School and Oakland Academy of Knowledge (OAK) CE SDC programs will receive the federally and state mandated IEP services, maintaining federal and state compliance. Further, the students provided with SPG's services while placed in the Sequoia and OAK CE SDC programs will be able to develop continuity of care between each of the two classrooms on each campus which will aid in the development of cohesion between the programs, and potentially across the two school campuses. Creating stronger cohesion between all four classrooms will increase the therapeutic benefits for the students. The students will be able to develop emotional regulation so they may engage in academic instruction; increase attendance at school; reduce disciplinary challenges; and develop coping skills they may continue to use throughout their time in OUSD with the goal of reducing their need to be in self-contained classroom environments. Students will demonstrate progress as measured on their IEP goals, attendance records, disciplinary records, and grades.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

SPG Agreement for Services Draft 5.4.23 v.2

Final Audit Report

2023-05-08

Created:	2023-05-08
By:	Kam Prakash (kam.prakash@speechpath.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj3YXnBe19MUGcmCfg05nhn6jixjykGdK

"SPG Agreement for Services Draft 5.4.23 v.2" History

-  Document created by Kam Prakash (kam.prakash@speechpath.com)
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-  Document emailed to contracts@spgtherapy.com for signature
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-  Signer contracts@spgtherapy.com entered name at signing as Susan Stark
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-  Document e-signed by Susan Stark (contracts@spgtherapy.com)
Signature Date: 2023-05-08 - 9:57:23 PM GMT - Time Source: server- IP address: 50.229.92.118
-  Agreement completed.
2023-05-08 - 9:57:23 PM GMT

Dear Oakland Unified School District Procurement Officer,

As the President of SPG Therapy & Education, I am pleased to submit our proposal in response to Request for Proposal #22-132PEC for Special Education Therapy Services.

SPG is a local, clinician-founded and led non-public agency with 30 years of experience providing therapy services to school districts throughout California. Initially focused on speech-language interventions, SPG has expanded the company's service offerings to include behavior intervention services, occupational therapy, physical therapy, education supports, school psychology, and mental health services.

SPG is proud of its 18-year partnership with the Oakland Unified School District (OUSD), during which we have provided high-quality multidisciplinary services in close collaboration with district administrators. SPG is currently providing speech, occupational, and physical therapy, as well as school psychology, education and behavior intervention services. Our team of highly qualified therapists are trained to work with students with a wide range of disabilities and challenges, including autism, sensory processing disorder, speech and language delays, as well as social-emotional challenges. SPG's school-based psychologists and mental health therapists provide comprehensive services including mental health assessments, student counseling, parent support and developmental training for therapists, counselors, teachers and staff.

We are excited to expand our partnership with OUSD to include Educationally Related Mental Health Services (ERMHS). Our proposal includes a detailed project plan that outlines how we will provide the services required by the RFP. We will work closely with the district to develop individualized plans for each site, classroom, student, and family and will provide ongoing support and communication to ensure the success of the program.

We are committed to providing top-notch, evidence-based therapy services that are grounded in best practices and the latest research, such as cognitive behavioral therapy (CBT), applied behavior analysis (ABA), and organization skills training (one of the best evidenced-based approaches for students with ADHD). Our team of therapists is dedicated to ongoing professional development and training to ensure that we are providing the most effective services to students, school teams and families.

We believe that our experience, expertise, and commitment to excellence make us an ideal partner for OUSD. We look forward to the opportunity to work with the district to provide exceptional therapy services to your students.

Thank you for your consideration of our proposal.

Sincerely,



Susan Stark

Proposed Staffing

SPG Therapy & Education is committed to providing high-quality, evidence-based, and culturally responsive services to OUSD. We are uniquely qualified to partner with OUSD to assist with ERMHS given our current provision of multidisciplinary, collaborative services throughout the district.

As part of our proposed staffing plan, SPG will provide one mental health clinician and one mental health or behavior technician to each of the five classrooms, at the following sites sites: Sequoia Elementary (two classrooms), OAK Elementary (two classrooms), and Life Academy (one classroom). These locations are preferred by SPG and we are open to negotiate your needed locations. In addition, we will have a part-time, expert mental health and behavior coach dedicated to each of these sites.

SPG will designate a supervisor who will work closely with OUSD administrators to ensure smooth and effective delivery of services to all stakeholders. Our site-based staff will participate as active IEP team members and will engage in weekly team meetings to review pertinent data and adjust interventions. Staff will engage in school and community events as part of their work to build healthy and effective relationships between staff, students, and families.

Positions	Room 1	Room 2	Room 3	Room 4	Room 5
MH Therapist	1	1	1	1	1
MH or Behavior Tech	1	1	1	1	1
Lead "Coach" MH Tech, Behavior or Milieu Supervisor	.4-.6		.4-.6		.4-.6

Assumes up to 3 locations and support from SPG Leadership based on the selected size of the program.

Supervision and Staff Support Structures

SPG is proud of our superior supervision and support structures which are in place for all employees. Upon hire, each SPG therapist or interventionist is assigned a mentor/supervisor. In-depth school-based training is provided to each staff member, which covers information related to scope of practice, state and federal guidelines for IEP-driven services, data collection, working with culturally, linguistically and neurodiverse populations and specific guidance as it pertains to each individual's assignment. SPG also provides Crisis Prevention Intervention (CPI) training to staff. Mentor supervisors continue to meet with staff weekly, if not more frequently, to review questions and provide specific guidance based on each assignment.

We take particular pride in the close supervision and extensive training we provide our staff to ensure that they are providing effective intervention services. All staff have a designated supervisor who provides ongoing feedback and support both in the form of one-on-one meetings and group supervision sessions. Onsite coaching is specific to each case or classroom and supervisors will provide frequent direct and individualized supervision. Group training covers topics such as data collection, IEP goal implementation, and ethical considerations. Additionally, supervisors conduct ongoing assessment of technicians' skills and competencies by providing feedback and additional training as needed. Ultimately, strong supervision and training helps to ensure that counselors and technicians are able to provide the highest quality of care to students.



This model of mentorship and supervision is also in place for mental health counselors. Associate-level counselors are closely supervised by Licensed Marriage Family Therapists (LMFTs) or Licensed Clinical Social Workers (LCSWs) at least 180 minutes per week (one hour of individual supervision and two hours of group supervision).

Staff Training, Development and Retention

SPG staff participate in ongoing continuing education on topics such as law and ethics, suicide prevention, cultural competency and dialectical behavior therapy and neurodiversity affirming practices. Additional monthly training topics include:

- *Student Safety & Threat Assessment*
- *Understanding Behavior Intervention Plans*
- *Interdisciplinary collaboration*
- *Self-Management*
- *Teaching Interaction Procedure*
- *Acting-out cycle*
- *Behavior Emergencies*

SPG's Recruitment Processes

Our rigorous screening processes ensure that we recruit and hire only the most qualified and experienced providers. Clinical staff conduct interviews and references are checked prior to hire.

Our long history of providing local staff who are familiar with OUSD school sites and teams makes us uniquely qualified to provide the ERMHS services to OUSD. Our recruitment team makes every effort to hire providers who reflect the Oakland community. We attend job fairs at local universities and build strong connections with universities through internship, volunteer, and career opportunities. This approach has enabled us to recruit staff who have a deep understanding of the community and are committed to working collaboratively with students, families, and educators to achieve success.

SPG prides itself on a very high staff retention rate, which we attribute to a number of core, guiding principles: a mentorship model of supervision, frequent, relevant professional development, competitive compensation and career pathways for our employees.

Related Experience

SPG has extensive experience providing high-quality behavioral and mental health services to students in diverse, urban school districts throughout California. We are well positioned to provide the highest quality staff to OUSD given that we are a multidisciplinary provider, with behavior, education, mental health and related service teams. At SPG, we believe that every student deserves access to high-quality mental health services, regardless of their background or circumstances. We are committed to partnering with schools and districts to create a supportive and inclusive learning environment that empowers all students to succeed.

SPG's Mental Health/Counseling Intervention Services

SPG has provided mental health services to local school districts since 2018. Our mental health therapists and school psychologists work collaboratively with school teams to provide individual and group therapy, crisis intervention, staff consultation and other mental health services. We are committed to promoting positive mental health outcomes for students, and our staff receive ongoing training to stay up-to-date on the latest evidence-based practices in the field. With our strong foundation in mental health services and our commitment to providing exceptional care, we are confident that we can meet OUSD's need for high-quality mental health services.

Our mental health therapists support Counseling Enriched Classroom (CEC) settings for several of our district partners. In these classroom settings, our mental health therapist assists in providing structured and nurturing learning environments, while meeting the needs of students with significant social and emotional challenges. Therapists work with the IEP teams and classroom to encourage academic achievement and engagement.

SPG's Behavior Intervention Services

We have been providing behavior services for eight years in large and small diverse, urban public school districts throughout the Bay Area and California. SPG currently provides services to students in over 100 school districts, including those in diverse urban settings such as Oakland, Berkeley, San Francisco, West Contra Costa, Mount Diablo and many others. Our behavior, mental health, education and school psych teams are serving students teams across 42 California school districts.

SPG has provided the highest quality behavior services to OUSD over the past 18 years. Our closely supervised R/BTs and experienced school-based BCBA's are currently providing consultation services at over 40 OUSD school sites (*see Areas of Work, Collaboration and Coaching section below for details*). Our behavior team takes a data-driven approach to create and implement behavior support plans, and they are highly skilled in using evidence-based practices to improve student outcomes. We pride ourselves on our strong partnerships with school teams, as well as our commitment to providing hands-on mentorship and support to our behavior staff. With our expertise in behavior support and our deep roots in the Oakland community, we are confident that we can provide the high-quality behavior services that OUSD is looking for.

Professional Development

In addition, we have been providing strategy-based behavior and trauma-informed training to OUSD paraprofessionals since 2019 (*see Supplemental Attachments for outcome data from 2022 paraprofessional training, and a full list of training provided to OUSD staff over the last five years*). Our



training programs are designed to be accessible, engaging, and effective. We have provided user-friendly, strategy-based behavior and trauma-informed training to our staff and OUSD paraprofessionals, equipping them with the skills and knowledge necessary to support students with behavioral and mental health needs. Our training programs emphasize evidence-based practices and are tailored to meet the unique needs of each school or district. This year, OUSD paraprofessionals are participating in an 8-part Positive Classroom Behavior Supports (PCBS) Series of trainings, including the following topics:

- *PCBS Session 1: Considerations and Building Rapport*
- *PCBS Session 2: Expectations and Environmental Arrangement*
- *PCBS Session 3: Procedures and Routines*
- *PCBS Session 4: Low Intensity Strategies - Part 1*
- *PCBS Session 5: Low Intensity Strategies - Part 2*
- *PCBS Session 6: Using Reinforcement*
- *PCBS Session 7: Responding to Behavior*
- *PCBS Session 8: Data Collection*

Our team of experienced therapists is trained in trauma-informed care and work collaboratively with school staff and families to support students who have experienced trauma or other adverse childhood experiences. We understand the impact that trauma can have on a student's academic and social-emotional well-being and strive to provide comprehensive and individualized services to meet the unique needs of each student.

SPG offers a 3-part trauma informed training series for paraprofessionals, which includes:

- *Part 1: Trauma Informed Overview*
- *Part 2: Trauma Informed Practice (Plan, Teach, Respond)*
- *Part 3: Trauma Informed Assessment and Self Care*

In our work with OUSD, we have successfully supported students with a wide range of behavioral and mental health needs. Specifically, our behavior intervention teams have supported students at over 40 school sites throughout the district. We have experience providing counseling and therapy services to students identified with Emotional Disturbance, including those with anxiety, depression, post-traumatic stress disorder (PTSD), attention-deficit/hyperactivity disorder (ADHD), and other diagnoses. Our team is also skilled in providing crisis intervention and support to students who may be experiencing a mental health emergency.

Area(s) of Work, Collaboration and Coaching

SPG is proposing to support site-based mental health programs at Sequoia Elementary (two classrooms), OAK Elementary (two classrooms) and Life Academy (one classroom). These locations are preferred by SPG and we are open to negotiate your needed locations. SPG is not seeking to partner with OUSD in the provision of ERMHS Intensive Outpatient and supplemental services.

Our mental health therapists work with IEP teams to provide student support within CEC settings. In these classrooms, our therapists assist in providing a structured and nurturing learning environment, while meeting the needs of students with significant social and emotional challenges. Constant communication with the classroom team is essential as therapists help with encouraging academic achievement as they work with classroom teams using evidence-based practices.

Currently, SPG R/BTs provide one-to-one support to students with behaviors of concerns throughout OUSD. SPG BCBA's are working in general education settings under the Comprehensive Coordinated Early Intervening Services (CCEIS) grant to support teachers and students at 12 elementary and three middle schools. An additional BCBA is working in general education under separate funding support at four elementary schools. BCBA's working in special education settings are supporting 15 elementary, seven middle, and five high schools.

Scope of work

Classroom consultation

Across general and special education settings, BCBA's use a classroom consultation model with a foundation in motivational interviewing. Effective classroom consultation starts with a collaborative relationship between the consultant and the teacher. BCBA's prioritize getting to know the teacher and their classroom before partnering with them to identify areas they'd like to change. As the consultant, the BCBA's role is to guide each teacher's exploration and adoption of empirically supported practices that benefit all students.

Practices include tier 1 classroom management strategies such as defining and teaching classroom rules and routines, increasing opportunities to respond, delivering precorrection, using group contingencies, and providing behavior-specific praise. Practices also include strategies to engage students of culturally diverse backgrounds by welcoming exploration, connecting to the curriculum, celebrating cultural differences, and creating authentic relationships.

Following a getting-to-know-you interview and classroom observations, the BCBA facilitates a feedback meeting with the teacher to share areas of strength and areas to consider based on the data collected. The teacher and BCBA select a practice, set a goal, and develop an action plan for implementation. The BCBA provides modeling and ongoing coaching to promote the teacher's success.

Student-specific support

BCBA's working in general education complete behavioral observations to inform intervention selection and development for students needing support beyond tier 1 to access and benefit from educational opportunities in their learning environment. Recommendations range from focused classroom consultation to tier 2 interventions such as check-in/check-out, self-monitoring, and behavioral contracting, to functional behavior assessments to develop individualized behavior support plans. BCBA's

walk teachers through a process to prepare, implement, and evaluate the effectiveness of tier 2 interventions and behavior support plans.

In the special education setting, BCBAs build school-based teams' capacity to develop behavior intervention plans. Using modeling, practice opportunities, and encouraging feedback, BCBAs coach teachers and staff to define the behaviors of concern, collect data, and select function-aligned preventative, teaching, reinforcement, and reactive strategies. BCBAs also conduct functional behavior assessments for students with high-intensity behaviors of concern.

Training and mentorship

BCBAs receive initial training on motivational interviewing conversation techniques and SPG's models classroom consultation and student-specific support. General and special education BCBAs participate in weekly individual and group mentorship to expand their clinical knowledge, practice motivational interviewing skills, and share challenges and successes.

2022-2023 SPG-OUSD BCBA SCHOOL SITES

General education

Juan Alonso	<ul style="list-style-type: none"> ● Frick ● Elmhurst ● Westlake
Jackie Fitzpatrick	<ul style="list-style-type: none"> ● Sankofa ● Esperanza ● TCN ● Emerson
Maria Angelica Garcia	<ul style="list-style-type: none"> ● MLK ● Hoover ● Bella Vista ● Manzanita Community
Sean Reimers	<ul style="list-style-type: none"> ● Lockwood ● Garfield ● Markham ● REACH
Erica Sanchez	<ul style="list-style-type: none"> ● Peralta ● Montclair ● Thornhill ● Joaquin Miller

Special education

Amanda Duclos	<ul style="list-style-type: none"> ● Castlemont ● Oakland Tech ● Skyline ● Fremont
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	<ul style="list-style-type: none">● CCPA
Robin Martinez	<ul style="list-style-type: none">● Montera● Roosevelt● Elmhurst United● Edna Brewer● CCPA● WOMS● Westlake
Natalie Wendt	<ul style="list-style-type: none">● Franklin● Fruitvale● Glenview● Thornhill● Allendale● Sequoia● Hillcrest● Garfield● Laurel● Lincoln● Lockwood● MLK● Piedmont Ave● REACH● Redwood Heights

SPG's behavior team is also working with OUSD's preK Multi-Tiered Systems of Support (MTSS) team through the Inclusive Early Education Expansion Program (IEEEP) grant. Work is focused on increasing access to inclusive early education settings for all children, including students with extensive educational needs. The current scope of work includes:

- Attending and participating in weekly MTSS meetings
- Collaborating with other disciplines on the MTSS team to address concerns at the classwide and student levels
- Observation to assess classroom management strategies using the Teaching Pyramid Observation Tool for Preschool Classrooms (TPOT) (2014)
- Observation to assess a specific set of skills from the Desired Results Developmental Profile (DRDP) for the student referred to the MTSS team
- Meetings with school teams to review data collected, identify staff goals, and develop a plan for weekly support
- Creating materials for classwide and student-specific needs and supporting the implementation
- Weekly support for class teams who have agreed to proceed with the consultative relationship. This support includes: one hour of staff support to implement recommended strategies/self-identified goals and 15 minutes of direct work with the student referred to the MTSS team on deficits from the DRDP.



- Staff training as needed (this includes weekly check-ins with some sites, workshops and in-services on professional development days, and class training as requested). Formal PD has included training on: preventative strategies, reactive strategies, PBS and accommodations, and supports and accommodations at the OUSD inclusion summit.

SPG mental health therapists play a vital role in engaging with families to support students' mental health needs. The therapist's primary responsibility is to provide support and counseling services to students, but they also work closely with families to understand and address any issues that may impact the student's education.

SPG mental health therapists engage with families in ways that are fully reciprocal and including unique knowledge of their child:

- Communication: Therapists communicate with families through phone calls, emails, or in-person meetings to provide updates on students' progress, discuss any concerns, and provide collaboration for follow-up care. Additionally, therapists work with families to increase their participation in decision-making and goal-setting for their children.
- Parent Counseling and Training: Therapists may also provide counseling and training to families, such as teaching them coping strategies or referring them to community resources. This helps families better understand their child's mental health concerns and how they can support their child at home to improve school engagement.
- Collaboration between teachers, staff and families: Counselors may coordinate meetings, participate in parent-teacher conferences and attend IEP meetings. This provides an opportunity for the counselor to meet with families and teachers to better understand the student's needs and develop a plan to support them.

SPG has provided training to parents and caregivers on a range of topics. The focus has been on using positive behavior supports to increase engagement across a variety of activities and functional levels. Titles include:

- Key Skills for Success: an Overview
- Key Skills for Success: Asking for Items, Activities, Attention, and Learning to Say No
- Key Skills for Success: Increasing Leisure, Social, and Play Skills
- Key Skills for Success: Tolerating Adversity
- Let's Talk....Expanding Food
- Let's Talk....Sleep Routines
- Let's Talk....Toilet Training

Methodology, Training and Interventions

Often students face significant social/emotional issues that impact their educational experiences, including but not limited to trauma, anxiety, depression, histories of abuse, and social skills deficits.

In addition, many students with mental health needs may have large attendance challenges. In contemplating the time away from in-person instruction, and the challenges with returning to a school environment, mental health supports can be easily included to support this transition.

We provide an intensive and integrated approach to the needs of individuals. Behavior interventions focus individually on functions of behavior and teaching replacement behaviors as opposed to basing interventions on specific disabilities. Our mental health staff provide evidence-based therapy services that are grounded in best practices and the latest research, such as CBT, ABA, and organization skills training.

Additionally, our classroom-based support models include mental health services integrated into a comprehensive program of positive behavior interventions and supports that match well with an ABA-focused program.

We offer support to students, parents and teachers - all of whom are an essential part of the planning, progress and success of each child.

In addition, included in the milieu of services, professionals focus heavily on:

- *Classroom management*
- *Community-based and social supports collaboration*
- *Coping skill development and emotional resilience*
- *Crisis assessment and intervention*
- *Social skills development and Social-emotional instruction and/or training*
- *Trauma-informed care in schools*
- *Restorative practices for schools*
- *Coordination with PBIS in schools*
- *Abuse, human trafficking and sexual exploitation supports*
- *Alcohol and drug counseling*
- *Foster youth supports including caregiver education*
- *Professional development, mentorship and support of district staff*

Mental health professionals (primarily MFTs and/or LCSWs) coordinate these services, working closely with administrations, teachers, case managers, BCBAs, RBTs, classroom aides and other staff to effectively meet each student's individual needs. In cases in which Associate level staff are utilized, appropriate supervision from a fully licensed therapist will be provided.

Our professional development trainings for technicians include:

- *Trauma Informed Series (3 Parts)*
- *Back Up! Strategies To Increase Student Independence*
- *Beyond the Basics of Behavior: Advanced Skills for Paraprofessionals*
- *Changing Our Behavior*



- *Considerations and Building Rapport*
- *Data Collection*
- *Instructional Strategies: Best Practices in 1:1 Teaching*
- *Key Skills Series (3 Parts)*
- *Positive Behavior Interventions & Supports – Staff Training on Evidence-Based Practices to meet the Requirements of AB1172*
- *Preventing Problem Behavior*
- *Prompting and Prompt Fading*
- *The Acting Out Cycle*
- *The Basics of Behavior for Paraprofessionals*
- *Using Reinforcement Effectively*
- *Using Visual Supports in the Classroom*

Exhibit D: Proposal Price Form

Service Description: (5 Classrooms)

Annual Pricing:

Year 1 7/1/23-6/30/24

\$2,425,000.00

Year 2 7/1/24-6/30/25

\$2,425,000.00

Year 3 7/1/25-6/30/26

\$2,425,000.00

Total Annual Amount of Proposal:

\$7,285,000.00

Additional Fees or Special Request Costs:

Signature _____



Print Name: _____

Susan Stark

Title: _____

President

Company Name: _____

SPG Therapy & Education

Print Name: _____

Susan Stark

Date: 3/15/23

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
9/29/2022

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 have ADDITIONAL INSURED provisions or 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 Bolton Insurance Services LLC 3475 E. Foothill Boulevard Suite 100 Pasadena, CA 91107	CONTACT NAME:	
	PHONE (A/C, No, Ext): (626) 799-7000	FAX (A/C, No): (626) 441-3233
INSURED The Speech Pathology Group, Inc. dba SPG Therapy and Education 2021 Ygnacio Valley Road, C-102-103 Walnut Creek, CA 94598	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : StarNet Insurance Company	NAIC # 40045
	INSURER B : Republic Indemnity Company of America	22179
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		HHS859304001	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HHS859304001	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			HHS859304001	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	18629509	10/1/2022	10/1/2023	PER STATUTE OTH- ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property			HHS859304001	10/1/2022	10/1/2023	Each Claim	1,000,000
A	General Liability			HHS859304001	10/1/2022	10/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse per Occurance \$1,000,000
Sexual Abuse aggregate \$3,000,000

Named Insureds:
The Speech Pathology Group, Inc
Comprehensive Autism Center
Child Counseling & Behavior Therapy Clinic (CBBTC)
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Risk Management; 1000 Broadway, Suite 440 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton Insurance Services LLC		NAMED INSURED The Speech Pathology Group, Inc. dba SPG Therapy and Education 2021 Ygnacio Valley Road, C-102-103 Walnut Creek, CA 94598	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Family Support Center of Colorado, LLC
Abrite, LLC
Autism Intervention Services, LLC
REP Behavioral Health, LLC
ABRITE, A Speech Pathology Corp.

Corporal Punishment coverage included in package policy #HHS859304001; Corporal Punishment coverage applies per CG22671093 attached, if required by written contract/agreement.

Oakland Unified School District is GL Additional Insured applies per CG20260413 attached, only if required by written contract/agreement,

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: Oakland Unified School District

Contact Name: Nekue Pogue, Jorge Wahner, Bonnie Levin, Theresa Lozach

Title: 1. Director of High Schools and Alternative Education
2. Special Education, Director of SELPA, NPS and Private Schools
3. Special Education, Program Manager, Elementary Schools
4. Site Administrator

Address: 1000 Broadway, Suite 450, Oakland, CA 94607

Phone Number: (510)-879-8000

Email: neku.pogue@ousd.org, jorge.wahner@ousd.org, bonnie.levin@ousd.org, theresa.lozach@ousd.org

Services Provided: Speech, Behavior, Ed Tech, OT, School Psych

Reference 2:

Customer Name: San Francisco Unified School District

Contact Name: Scott Ostendorf

Title: Psychologist Supervisor for Middle, High and County Schools

Address: 3045 Santiago St.
San Francisco, CA 94116

Phone Number: 415-759-2222

Email: ostendorfs@sfusd.edu

Services Provided: Behavior, Education Technician, Mental Health, OT, Speech, PT and School Psych



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

Amendment No. 1

Posted *February 15, 2023*

Request for Proposal (RFP) # 22-132PEC

SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 12

Amended From:

Provider to submit:
(1) Hardcopy Proposal
(1) USB - Electronic RFP version

Proposal shall be clearly marked: “Response to RFP No. 22-132PEC”
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street

OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

Amended To:

Provider to submit:

(1) Hardcopy Proposal and (1) USB - Electronic RFP version
OR

Via Email to procurement@ousd.org

Proposal delivered shall be clearly marked: "Response to RFP No. 22-132PEC"
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Sealed Proposal packages or Proposal via Email shall be delivered to the Procurement Department no later than March 15, 2023 @ 2:00 P.M. PST.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

3/15/23

Date

Susan Stark, President

Print Name and Title

SPG Therapy & Education


Print Company Name

Sincerely,
Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

**Exhibit A : Acknowledgement of Reading and Understanding OUSD's
Services Agreement**

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)



Signature
Susan Stark

Print Name
President

Date:
3/15/23

Exhibit B: Standard Form Response

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

 SPG Therapy & Education
 2021 Ygnacio Valley Road C-103 Walnut Creek, CA 94598

2. Tel: (925)945-1474x138 Website: https://spgtherapy.com/ Email: contracts@spgtherapy.com

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
 Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
Susan Stark, President	Walnut Creek, CA 94598	925-945-1474 x138
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
Susan Stark, President	Walnut Creek, CA 94598	925-945-1474 x138
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: Oakland Unified School District

Contact Name: Nekue Pogue, Jorge Wahner, Bonnie Levin, Theresa Lozach

Title: 1. Director of High Schools and Alternative Education
2. Special Education, Director of SELPA, NPS and Private Schools
3. Special Education, Program Manager, Elementary Schools
4. Site Administrator

Address: 1000 Broadway, Suite 450, Oakland, CA 94607

Phone Number: (510)-879-8000

Email: neku.pogue@ousd.org, jorge.wahner@ousd.org, bonnie.levin@ousd.org, theresa.lozach@ousd.org

Services Provided: Speech, Behavior, Ed Tech, OT, School Psych

Reference 2:

Customer Name: San Francisco Unified School District

Contact Name: Scott Ostendorf

Title: Psychologist Supervisor for Middle, High and County Schools

Address: 3045 Santiago St.
San Francisco, CA 94116

Phone Number: 415-759-2222

Email: ostendorfs@sfusd.edu

Services Provided: Behavior, Education Technician, Mental Health, OT, Speech, PT and School Psych

Exhibit D: Proposal Price Form

Service Description: (5 Classrooms)

Annual Pricing:

Year 1	<u>7/1/23-6/30/24</u>	<u>\$2,425,000.00</u>
Year 2	<u>7/1/24-6/30/25</u>	<u>\$2,425,000.00</u>
Year 3	<u>7/1/25-6/30/26</u>	<u>\$2,425,000.00</u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

Total Annual Amount of Proposal: \$7,285,000.00

Additional Fees or Special Request Costs:

Signature 

Print Name: Susan Stark

Title: President

Company Name: SPG Therapy & Education

Print Name: Susan Stark

Date: 3/15/23

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____



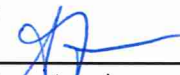
Date: _____

3/15/23

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither SPG Therapy & Education nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the March 15th day of 2023 [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By 

(Signature)


Susan Stark

Typed or Printed Name

President

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 15th day of March 15th [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By 

(Signature)

Susan Stark

Typed or Printed Name

President

Title

Exhibit G: Workers Compensation Certificate

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.


Contractor Name: SPG Therapy & Education

By Susan Stark

Signature of Authorized Signer 

Title of Signor President

By Susan Stark


Signature of Authorized Signor

President

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Susan Stark [insert "owner" or officer title] of SPG Therapy & Education [insert name of business entity], have read the foregoing and agree that SPG Therapy & Education [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/15/23

Name: Susan Stark

Signature:  _____

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: SPG Therapy & Education

Date of Entity's Contract with District: 7/1/2023-7/1/2026

Scope of Entity's Contract with District: Educational Services

I, Susan Stark [insert name], am the President [insert "owner" or officer title] for SPG Therapy & Education [insert name of business entity] ("Entity"), which entered a contract on March 15th, 2023, with the District for A three year Contract for Educational Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 15, 2023


Signature: 
Typed Name: Susan Stark
Title: President
Entity: SPG Therapy & Education

Exhibit I: Non-Collusion Declaration

Susan Stark at SPG Therapy & Education

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/15/23

Name of Vendor: SPG Therapy & Education

Printed Name of Authorized Company Representative: Susan Stark


Signature of Authorized Company Representative:  _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.


15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

<u>3/15/23</u>	<u> President</u>	<u>Susan Stark</u>
Date	Signature/Title	Type or Print Name
<u>SPG Therapy & Education</u>	<u>2021 Ygnacio Valley Road C-103</u>	<u>Walnut Creek, CA 94598</u>
Name of Company	Address	City and State
<u>(925)</u>	<u>945-1474 x138</u>	<u>(925)-945-1768</u>
Area Code	Telephone #	Fax #

94-3290122

Federal Tax ID Number

Exhibit K: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 22-132PEC,
SPG Therapy & Education ("Bidder") requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Susan Stark (name of bidder's officer),
President (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

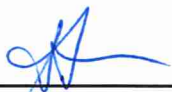
- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Susan Stark



Date: 3/15/23

Name of Proposer's Signee

President

Title of Proposer's Signee

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.



SPG | THERAPY &
EDUCATION

Supplemental Attachments:

OUSD Trainings

No Cost Support

Paraprofessional Trainings Outcomes 2022



SPG

THERAPY &
EDUCATION

6/1/2023	Ethics (ASHA approved- pending)	SLPs
4/1/2023	Language Deprivation in Deaf and Hard of Hearing Children	SLPs
3/1/2023	Nut and Bolts of Apraxia Therapy	SLP
2/22/2023	The Acting Out Cycle	parents
2/22/2023	PCBS Session 6: Using Reinforcement	paras
2/15/2023	Considerations and Building Rapport	paras
2/8/2023	Support Staff Q&A Session	paras
2/8/2023	Let's Talk.... Toilet Training (Part 2)	parents
2/1/2023	The Acting Out Cycle	parents
1/25/2023	Let's Talk.... Toilet Training	parents
1/25/2023	Let's Talk.... Toilet Training	parents
1/18/2023	Prevention Strategies	paras
1/6/2023	Positive Behavior Supports for After School Programs	paras
11/9/2022	Support Staff Q&A Session	paras
11/2/2022	Communicative Intent for Emerging Communicators	SLPs
6/1/2022	Making Sense of Sensory	SLPs
4/13/2022	"Hi" and "Bye" are Easy: It's the Middle Part that's Tricky	SLPs
4/13/2022	Support Staff Q&A Session: Putting it All Together	Paras
3/9/2022	Support Staff Q&A Session: Key Skills Part 3	Paras
2/9/2022	Support Staff Q&A Session: Key Skills Part 2	Paras
1/12/2022	Support Staff Q&A Session: Key Skills Part 1	Paras
12/8/2021	Trauma Informed Teams: a Self-Care Plan	Paras
9/8/2021	Support Staff Q&A Session: Trauma Informed Overview	Paras
9/3/2021	Low Intensity Supports to Prevent Disproportionality	SLP & Psych
8/4/2021	We > Me: SLPs Play a Role in the Multi-Tiered Support System Chain	SLP
7/30/2021	Integrating Your Therapy Into the Special Education Classroom: A Collaborative Approach	SLP
6/2/2021	Exiting and Transition Services: The Nuts & Bolts	SLPs
5/19/2021	Final Behavior Success Showcase	Paras
4/28/2021	The Acting Out Cycle Q&A Session	Paras
3/24/2021	Transitioning Back to School Q&A	Paras
3/10/2021	Alternate and Dynamic Assessment: From Theory to Practice	SLPs
2/24/2021	Prompting and Prompt Fading (Q&A Session)	Paras
2/19/2021	The Power of Play in Early Child Development	SLPs
2/18/2021	Key Skills part 3: Increasing Leisure Skills. please remember to record	Parents
1/6/2021	Reinforcement Systems for Parprofessionals (Q&A Session)	Paras
12/9/2020	Every Student Succeeds Act (ESSA) And the New CA Dyslexia Bill: Implications for the SLP	SLPs
12/2/2020	Working with Other Professionals/Checkpoint (Q&A Session)	Paras
12/1/2020	Sleep Routines: please remember to record	Parents
11/10/2020	Understanding and Changing Behavior for Parents: please remember to record	Parents
10/29/2020	Creating an Effective Space for Home Learning: please remember to record	Parents
10/28/2020	Preventing Problem Behavior for Parprofessionals (Q&A Session)	Paras
9/23/2020	Positive Behavior Supports for Online Learning	Paras

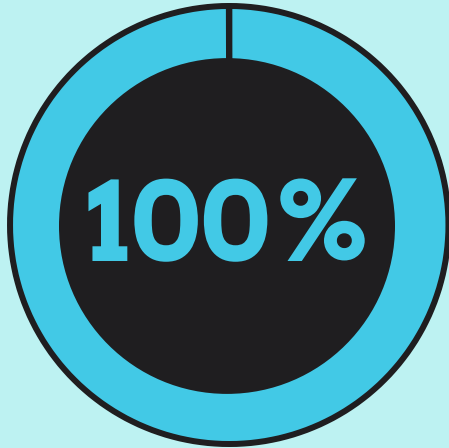
8/26/2020	Understanding Behavior for Paraprofessionals (Q&A Session)	Paras
7/31/2020	Live Q&A- Distance Learning Recorded Training Option	SLPs
3/2/2020	Key Skills: Increasing Leisure Skills	Parents
2/2/2020	Key Skills part 2: ASking for items, attention, activities and learning to say NO. please remember to record	Parents
1/14/2020	Key Skills Part 1: please remember to record	Parents
2/26/2020	Self-Management (Participation Certificates)	Paras
1/29/2020	Using Reinforcement Effectively (Participation Certificates)	Paras
1/10/2020	Culturally-Linguistically Appropriate Assessment and Intervention with African American Students	SLPs
12/4/2019	The Basics of Behavior (Participation Certificates)	Paras
10/30/2019	Teaching Replacement Behaviors (Participation Certificates)	Paras
9/27/2019	Reinforcement Systems for Teachers (Participation Certificates)	Mod/Sev SDC Teachers
9/25/2019	Preventing Problem Behavior (Participation Certificates)	Paras
8/28/2019	Basics of Behavior (Participation Certificates)	Paras
8/6/2019	Assessment and Intervention for At-Risk Children in Poverty	SLPs
8/5/2019	Pragmatics: The Art of Alternative & Dynamic Assessment	SLPs
8/2/2019	Disguising Work As Play Using ABA	SLPs
8/2/2019	AAC and Autism: Promoting Functional Communication across Environments	SLPs
8/1/2019	Communication Partner Training & Techniques: Implementing AAC Effectively (Or: You Can't Do It Alone!)	SLPs
8/1/2019	Evaluation & Eligibility Determination for English Learners	SLPs
7/31/2019	Preschool Fluency Therapy: When to Start Therapy and What to Do!	SLPs
7/31/2019	School-Age Fluency: Review of Current Research & Effective Evaluation & Therapy Procedures	SLPs
6/20/2019	BIS- Paraprofessional Toolkit #3: Prompting and Prompt Fading (Certificates of Participation)	Paras
6/19/2019	BIS- Paraprofessional Toolkit #2: Using Reinforcement Systems (Certificates of Participation)	Paras
6/18/2019	BIS- Paraprofessional Toolkit #1: Preventing Problem Behavior (Certificates of Participation)	Paras
6/18/2019	BIS- Paraprofessional Toolkit #1: Preventing Problem Behavior (Certificates of Participation)	Paras
8/6/2018	African American Students: Avoiding Disproportionate Identification and Conducting Appropriate, Defensible Assessments	SLPs
8/6/2018	English Learners: Resources for Therapy and the Linguistically Appropriate IEP	SLPs
8/3/2018	It's Broader Than You Think- New Curriculum Standards and Social Thought: From Writing Goals to Engaging Intervention- 6 hour version	SLPs
8/2/2018	A Crash Course in AAC Basics: What You Absolutely Need To Know and Where to Find It!	SLPs
8/2/2018	Introduction to the Communication Matrix: Administration, Interpretation and Implementation	SLPs

8/1/2018	The Communication Severity Scales- Revised & Updated 2017 *Koren see notes	SLPs
8/1/2018	Report Writing and the Art of Scoring: a Comprehensive Review of CA Ed Code, Eligibility Criteria and Legally Defensible Reporting	SLPs
3/29/3023	Let's Talk.... Sleep Routines	parents
3/29/3023	Let's Talk.... Sleep Routines pt 2	parents
3/8/2023	Support Staff Q&A Session	paras

Oakland RFP Summary of No Cost Services 7.1.18-3.10.23

	18-19	19-20	20-21	21-22	7/1/22-3/10/23	7/1/18-3/10/23
WriteTracked Subscriptions	11	12	16	24	17	
Value	\$6,600	\$7,200	\$9,600	\$14,400	\$10,200	\$48,000
Clinical Support Hours	\$239	\$215	\$173	\$332	\$287	\$1,246
Value	\$24,164	\$22,227	\$18,191	\$35,471	\$32,431	\$132,484
Clinical Support CF Supervision Hours	\$392	\$222	\$751	\$242	\$198	\$1,805
Value	\$39,542	\$22,977	\$78,855	\$25,921	\$22,402	\$189,697
Professional Development	\$5,950	\$11,233	\$9,200	\$11,350	\$19,350	\$57,083
Total Value of No Cost Services	\$76,256	\$63,637	\$115,846	\$87,141	\$84,383	\$370,180

OUSD Behavior PD for Paras 2022



100% of participants agreed they would use what they learned in their work.



6 Total Trainings

+ a behavior skills showcase for paraprofessionals.



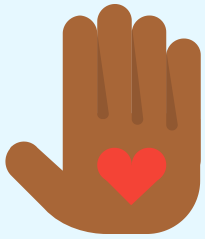
Recorded Content and resources released monthly



Once per month live Q&A & sessions for discussion

TOPICS:

Trauma Informed Series

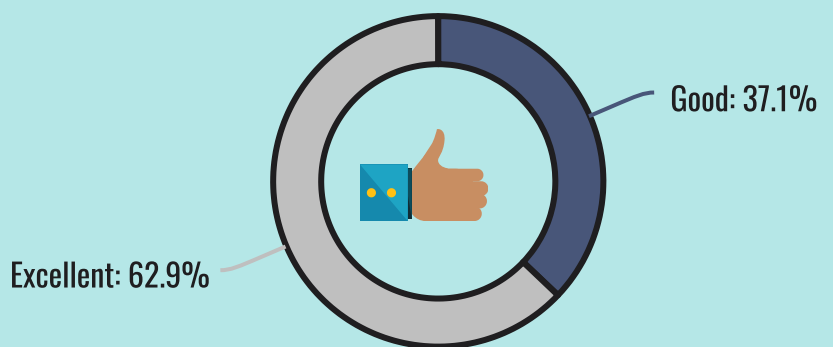


- Trauma Informed Overview
- Trauma Informed Intervention
- Trauma Informed Self-Care

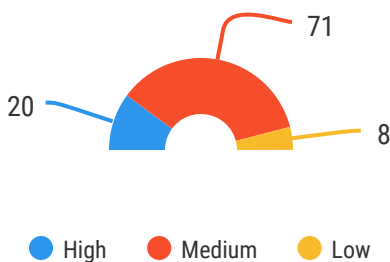
Key Skills for Prevention Series

- Asking for Items Activities and Saying "no"
- Using Leisure and Social Time Successfully
- Tolerating Adversity

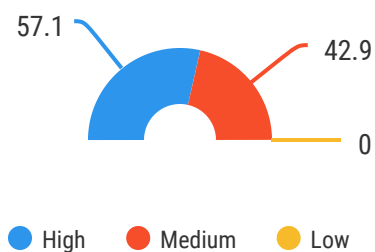
How was the presentation overall?



Average % Confidence in Topic Matter Before Training



Average % Confidence in Topic Matter After Training



"Everything was very informative and well-delivered. Thank you for having these trainings!"

-Paraprofessional



Thank you for the wealth of knowledge in the slides and the open forum!

-Paraprofessional



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) # 22-132PEC

SPECIAL EDUCATION EDUCATIONALLY-RELATED MENTAL AND BEHAVIORAL HEALTH SERVICES FOR OAKLAND UNIFIED STUDENTS

* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
March 15, 2023 at 2:00 P.M. PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	January 27, 2023
Pre-Bid Conference:	February 15, 2023 @ 11:00 A.M. PST (Zoom link on Procurement Website)
Deadline for Questions:	February 28 , 2023 @ 5:00 P.M. PST
Proposal/Bid Submitted to District:	March 15, 2023 @ 2:00 P.M. PST
Proposal/Bid Opening:	March 17, 2023 @ 12:00 P.M. PST (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	March 27-30, 2023
Final Award of RFP (BOE):	April 11, 2023
Contract Start Date:	July, 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

***What is a Pre-Bid Conference?** A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting*

***What is a Proposal/Bid Opening?** A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.*

Proposers are advised that the District reserves the right to amend or cancel this RFP at any time. Proposers are responsible for viewing any new changes related to this RFP [online](#). If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Background Information and Objective

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

It is the intent of this request for proposals to seek providers to support the emotional, mental, and behavioral health needs of Oakland Unified School District (OUSD) students receiving Special Education Services, sometimes referred to as Educationally-Related Mental Health Services (ERMHS). In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program.

Students with IEPs who demonstrate behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified disability.

The OUSD Special Education Department provides direct services, consultative services, training, equipment and materials to over 6,400 students from birth through age 22. Our students reflect the rich diversity of Oakland, and students with Special

Education services attend every Oakland public school, select charter schools, home and hospital based programs, and private programs in settings that range from fully inclusive learning to separate, specialized instruction. Our Department aligns all of our services to our 'Big Rocks,' key goals that align to our District's strategic plan and Local Control Accountability Plan (LCAP). These goals focus on academic equity, evidence-based professional learning, meaningful transition experiences, and crafting quality, comprehensive IEPs. We believe that all students can thrive when provided with appropriate services and supports and that neurological and physical diversity should be expected, valued, and considered in the design of all district-wide programming.

With this Request for Proposals (RFP), OUSD is seeking partners who are grounded in serving students who are often among the furthest from school success in a manner that centers equity, inclusion, and student and family voice. The selected providers will work directly with students with IEPs who require Educationally-Related Mental Health Services related to their area(s) of disability providing direct individual and group therapeutic services, milieu classroom support, family counseling services, collateral linkages to supporting services, and/or therapeutic behavioral services. Additionally, the selected providers will serve as expert collaborators for school site personnel to ensure all staff interacting with students with mental health needs have a common language, common understanding of mental health conditions and impacts, and a common set of trauma-informed, evidence-based strategies to engage with these youth. We will assess the success of this work by evaluating individual student therapeutic progress, least restrictive environment access, and staff reporting of their comfort and competency interacting with students using evidence-based practices.

We will award contract(s) to the provider(s) who best demonstrate their alignment with our goals and approach and who best respond to the requirements of the request for proposals detailed below.

Scope Of Work

The scope of work includes a comprehensive continuum of mental health services to be provided to OUSD students with IEPs who require ERMHS in order to access specialized academic instruction and curriculum as determined through formal psychological evaluations conducted by OUSD. We expect the Contractor(s) to have mental health providers who are well-versed in a variety of therapeutic techniques in order to best meet the mental health needs of our students, as well as provide consultation and guidance to OUSD site-staff to inform them of best practices.

The scope of work should cover the following:

- Individual counseling: ability to use evidence-based practices, as well as ability to shift to a new practice when needed to meet individual student needs.
- Group counseling: ability to facilitate group of similar age students with a focus on the student's specific areas of need
- Milieu support: supports with mental health challenges that arise both in and out of the separate setting; for students who spend time within the mainstream, general education setting, it would be expected to provide support in that setting, as appropriate
- Family counseling: provided when warranted, in accordance with students' IEPs, including the support with parent/guardian understanding of students' disabilities
- Collaboration/Collateral Work: support with agency linkages; IEP team collaboration
- Crisis Intervention: responds to students in crisis and conducts appropriate risk assessment, as needed, and confers with other mental health professionals (supervisor, school psychologist, etc.) regarding next steps and site administrators.
- Behavior intervention system: Helps manage the classroom wide behavior intervention system and individual plans; collaborates on updates/changes to the system/plans as needed
- Behavioral coaching and professional trainings: provide guidance to teachers, general education and special education, around trauma-informed practices to support students with mental health and/or behavioral needs; coaches school site staff in the moment when need arises; development and presentation of professional trainings for school site staff on mental health presentation in children and how to support them, among others that may be determined as a need.
- Treatment planning: In alignment with the IEP services and goals, as well as for psychiatric needs.

Project Term

Selected providers will be awarded a three-year contract commencing 7/16/2023 and ending 6/30/2026.

Provider Deliverables and Outcomes

Bidders may submit proposals to support all or part of the required services described below. Bids may address a specific site, multiple sites, and/or intensive outpatient services.

Currently, OUSD has site-based mental health programs located at:

- Sequoia Elementary (2 classrooms)
- OAK Elementary (2 classrooms)
- Montera Middle (1 classroom)
- Roosevelt Middle (1 classroom)
- Life Academy (1 classroom)
- Skyline High School (2 classrooms)
- McClymonds High School (1 classroom)

The Department wishes to have a single provider at each campus.

Successful bidders for our site-based needs will be prepared with a plan that includes provision of the following activities and services:

- One (1.0 FTE) qualified mental health clinician per classroom to provide individual therapy, group therapy, family counseling, agency linkages, treatment planning, milieu support, and crisis intervention services, pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.
- One (1.0 FTE) appropriately trained mental health aide or behavioral technician per classroom to support Behavior Support Plan implementation, classroom-wide positive behavior interventions, and behavioral data collection.
- Part-time (.4-.6 FTE) qualified mental health and behavioral coach or milieu supervisor position per site to provide professional development, facilitate team meetings, provide direct coaching support to site personnel, and ensure strong outreach, connection, and healthy working relationships with families.

Site-based providers must be prepared to engage in weekly team meetings to review student data and discuss interventions, family/caregiver events and outreach experiences, and campus-wide events beyond the provision of direct mental and behavioral health services. It is expected that they will be an active participant as an IEP team member.

Additionally, OUSD's Special Education team seeks partnership to support ERMHS Intensive Outpatient and supplemental services, which includes:

- Three (3.0 FTE) qualified mental health clinicians to provide itinerant outpatient counseling services, parent/family counseling, agency linkages, site team consultation and mental health crisis support pursuant to students' IEPs. Qualified clinicians may have a LMFT, LCSW or be a MFT/Social Worker supervised by a licensed clinician.

- One (1.0 FTE) Therapeutic Behavioral Services (TBS) clinician to provide intensive services across settings for youth with disabilities struggling with psychiatric hospitalizations or at risk for hospitalization.
- Part-time (.2-.4 FTE) psychiatrist to support treatment planning and medication management services for students who require medical intervention to ensure access to instructional services.

Contractor must maintain all documents in accordance with FERPA regulations. Records by student, clinician, service and district are to be maintained in the District's adopted Student Information System. Contractor will work cooperatively with Special Education Department members as necessary to complete filing of documents in a timely manner and meet monthly with key Special Education Department members.

Successful bidders will be prepared to meet all District insurance and staffing requirements as stipulated in the attached sample contract.

The outcomes for this work will include:

- All eligible students receive consistent services from a qualified provider as indicated in Individualized Education Programs (IEPs);
- Families are actively engaged as key partners in their child's therapeutic treatment planning;
- Students receive consistent milieu support to address the behavioral manifestations associated with their mental health needs, resulting in a decrease in undesired/harmful behaviors;
- Staff at campuses with mental health programming receive professional development and report greater efficacy interacting with and serving youth with mental health needs;
- Students progress in their treatment sufficiently to spend more time in the general education setting over time.

Why Are Provider Services Needed

The District serves about 6,400 students who are eligible to receive Special Education services, and these students represent many different backgrounds. Many OUSD students have faced adverse early childhood experiences, have experienced or are currently experiencing traumatic experiences, or have diagnosed mental health conditions impacting their school attendance, performance, and physical and emotional safety. Approximately 500 students with IEPs require individual counseling services, and 300 participate in group counseling services. These services are not only medically necessary and important for positive school outcomes but are also legally required pursuant to IEPs.

Proposal Evaluations And Scoring

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

BEST VALUE POINTS	
Value Category	Maximum Points
Ability to Provide Qualified and Appropriately-Trained Staff	35
Prior Experience Leading Mental and Behavioral Health Services for Diverse Students Experiencing Trauma	20
Ability to Collaborate and Coach Meaningfully with Site Personnel and Families as Full School Partners	15
Ability to Develop and Implement Site-Based Trainings regarding Mental and Behavioral Health	15
Annual Cost To The District	15
TOTAL POINTS	100

Each best value category shall be scored separately using the scoring guide below

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Proposal Format

Proposal submissions shall include, at minimum:

- **Cover Letter:** In a maximum of two pages, explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.
- **Proposed Staffing:** In a maximum of five pages. Provide a detailed description of your proposed staffing for the area of work covered, including agency/organization supervision and staff support structures. Describe your organization's recruitment practices, including any steps you take to ensure staff who represent the culturally and linguistically diverse communities they serve. Describe strategies you use to retain strong personnel. Describe your staff development and training processes.
- **Related Experience:** In a maximum of five pages. Explain your experience providing behavioral and mental health services to public school students with disabilities, particularly in diverse, urban school districts. Indicate how many years your organization has been providing mental health and behavioral health services. Focus specifically on prior experience working with students who have experienced childhood trauma or other adverse childhood experiences.
- **Area(s) of Work, Collaborate and Coach:** In a maximum of five pages. Indicate whether the proposal covers all required services or part of the required services. If applicable, indicate specific school campuses addressed in the proposal. Describe any past practices and/or plans to collaborate with teachers and staff in providing evidence-based practices to support students' behavioral and emotional needs. Share your organization's vision for family/caregiver engagement.
- **Methodology, Training and Interventions:** In a maximum of five pages. Describe the evidence-based methods and interventions that providers will utilize, including staff professional development and training plans. Specifically address how staff utilize techniques to support students who have experienced trauma and how staff are trained to differentiate therapeutic techniques for students with mental health needs who have developmental or intellectual disabilities. Provide a summary of any related professional development that your

organization has led for schools in the past. Share a list of recommended professional development experiences to build campuses that fully support and include students with emotional-behavioral disabilities.

- **Annual Cost To The District:** Describe the costs associated with the services and staffing indicated in the proposal. Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit D (Proposal Price Form) on page 19 or submit their own price document.
- **Proof of Insurance:** Furnish proof of liability insurance as indicated in the sample contract in Exhibit A on page 15. Insurance information is located on page 10 in OUSD's Services Agreement.
- **References:** Provide at least two references, including name, title, organization, email and phone. Providers can complete the standard Reference Template located in Exhibit C on page 18 or submit their own reference document.
- **Completed Exhibits:** List of exhibits begin on page 14.

Submission Instructions

Bids must be received prior to **March 15, 2023 @ 2:00 P.M. PST**

Provider to submit:

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-132PEC”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Special Education Educationally-Mental & Behavioral Health Services
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 15, 2023 @ 2:00 P.M. PST.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate scope of work and/or pricing with the selected Contractor(s) prior to entering into a contract. The award of this solicitation is conditional on the winning bidder accepting the terms of the sample contract in Exhibit A. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

List of Exhibits

- Exhibit A Acknowledgement of Reading & Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility & Exclu.
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Authorized vendor Signature
- Exhibit K Data Request - OUSD Data Privacy and Management Agreement

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Services Agreement

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement 2022-2023 and understand that if selected you will be required to sign this agreement which will ultimately be approved by the Oakland Unified School Board.

To open and view click here: [SERVICES AGREEMENT 2022-2023](#)

Signature

Print Name

Title

Date

Exhibit B: Standard Form Response

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit C: References

Two (2) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Exhibit D: Proposal Price Form

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

Exhibit G: Workers Compensation Certificate

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit H: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____ [*insert name of business entity*], have read the foregoing and agree that _____ [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

Exhibit I: Non-Collusion Declaration

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name of Vendor: _____

Printed Name of Authorized Company Representative: _____

Signature of Authorized Company Representative: _____

Exhibit J: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Federal Tax ID Number

Exhibit K: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____, _____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer’s Signee

Date: _____

Title of Proposer’s Signee

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

The Speech Pathology Group dba SPG Therapy & Education

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.

2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.

3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”): Start Date
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date (“End Date”): End Date
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

- OUSD Data includes personally identifiable information from a student record, and:
 - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

 - RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

 - RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

 - RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

 - RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

 - The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in

Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may

issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: The Speech Pathology Group dba SPG Therapy & Education
Title: President
Address: 2021 Ygnacio Valley Road C-103
City, ST Zip: Walnut Creek, CA 94598
Phone: 925-945-1474 x138
Email: Contracts@spgtherapy.com

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

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
 - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
 - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and

- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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, sexual orientation, or other legally protected class.

25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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 subsequent act from constituting a violation of this Agreement.
27. **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.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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.
 - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of 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/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as 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.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **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.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic

signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Susan Stark Signature: *Susan Stark*
Susan Stark (May 8, 2023 15:12 PDT)

Position: President Date: May 8, 2023

OUSD

Name: Michael Hutchinson Signature: _____

Position: Enter OUSD signatory position Date: Enter date of signature

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: Enter date of signature

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

The Speech Pathology Group dba SPG Therapy & Education (SPG) will require access to our Special Education information system (currently Special Education Information Systems (SEIS)) in order to review IEPs and psychological evaluations completed in order to determine the most appropriate means of providing mental health services to the students on their caseloads within the CE SDC program at Sequoia Elementary and Oakland Academy of Knowledge. Additionally, SPG personnel working directly with students will be required to update progress on goals and create new IEP goals in collaboration with OUSD staff. They would also require access to the district's SIS, currently Aeries, in order to gather attendance data and grades/credit history so that student goals may incorporate this information when working with students. Access to Aeries would also allow them to retrieve student schedules so they may support in the general education setting for those students who are mainstreamed.

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

SPG has been a longtime partner in OUSD providing contracted staff to support students with IEPs in the capacity of providing speech & language pathologists, school psychologists, and mental health clinicians. In addition, they have been a partner in providing strong professional development with an emphasis on behavior at school sites. The most recent contracts between SPG and OUSD are Enactment Number 23-0238 with Enactment Date of 2-8-23 and Enactment Number 23-0092 with Enactment Date of 1-17-23.

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Special Education Department, Tech Services Department

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results (list): List here	<input type="checkbox"/>
Attendance	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Number of Suspensions	<input checked="" type="checkbox"/>
	Days suspended	<input checked="" type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>

	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>

Parent/Guardian Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: we cannot share Free/Reduced Lunch status as a standalone data element)	<input type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>

	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Other	List additional data elements here	<input type="checkbox"/>
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SPG Data Sharing Agreement

Final Audit Report

2023-05-08

Created:	2023-05-08
By:	Kam Prakash (kam.prakash@speechpath.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4NiHFR_Pv-wz3FWAa99gumCczVCIT6DV

"SPG Data Sharing Agreement" History

-  Document created by Kam Prakash (kam.prakash@speechpath.com)
2023-05-08 - 10:09:21 PM GMT- IP address: 50.229.92.118
-  Document emailed to contracts@spgtherapy.com for signature
2023-05-08 - 10:10:28 PM GMT
-  Email viewed by contracts@spgtherapy.com
2023-05-08 - 10:10:38 PM GMT- IP address: 23.228.130.133
-  Signer contracts@spgtherapy.com entered name at signing as Susan Stark
2023-05-08 - 10:12:20 PM GMT- IP address: 50.229.92.118
-  Document e-signed by Susan Stark (contracts@spgtherapy.com)
Signature Date: 2023-05-08 - 10:12:22 PM GMT - Time Source: server- IP address: 50.229.92.118
-  Agreement completed.
2023-05-08 - 10:12:22 PM GMT