Santa Clara County
Office of Education

DATE: September 3, 2014

TO Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D., Chief Schools Officer
       Student Services Branch
Nancy Guerrero, Director
       Special Education Department

VIA: Jon R. Gundry
       County Superintendent of Schools

SUBJECT: Request Approval of Contract Exceeding Prior Board Approval Amount

Associated Goal

GOAL 1: To improve student equity and reduce access discrepancies to high quality education

Background

Educational Based Services, Inc. (EBS) provides Speech & Language Pathologist (SLP), Occupational Therapist (OT), and Physical Therapist (PT) services in the Santa Clara County Office of Education (SCCOE) Special Education classrooms. The need to contract for OT, PT, and SLP services has increased due to employee leaves and the increase in services as per the students’ Individual Educational Plans (IEPs). The Board approved an increase in the contract from $300,000 to $500,000 at the February 19, 2014 meeting. In order to pay the outstanding invoices for 2013-14, additional funds are required.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Vendor</th>
<th>Description</th>
<th>Original Amount</th>
<th>2/19/14 Board Approved Amount</th>
<th>Increased Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>882</td>
<td>EBS Healthcare Services, Inc.</td>
<td>Contract SLP, OT, and PT services in SCCOE Special Education classrooms</td>
<td>$300,000</td>
<td>$500,000</td>
<td>$745,379.75</td>
</tr>
</tbody>
</table>

Fiscal Implications

Funding was incorporated in the FY 2013-14 budget to cover this expense. The cost will be fully reimbursed by the State and School Districts.

Requested Action

Approve contract exceeding previously approved amount

County Board of Education: Leon F. Beauchman, Michael Chang, Joseph Di Salvo, Darcie Green, Julia Hover-Smoot, Grace H. Mah, Anna Song
1290 Ridder Park Drive. San Jose, CA 95131-2304 (408) 453-6300 www.sccoe.org

Committed to serving, inspiring and promoting student and public school success
DATE: February 19, 2014

TO: Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D., Chief Schools Officer
       Student Services Branch

       Nancy Guerrero, Director
       Special Education Department

VIA: Xavier De La Torre, Ed.D.
     County Superintendent of Schools

SUBJECT: Request Approval of Contract Exceeding Prior Board Approval Amount

Associated Goal

GOAL 1: To improve student equity and reduce access discrepancies to high quality education

Background

Educational Business Healthcare Services, Inc. (EBS) provides Speech-Language Pathologist, Occupational Therapist, and/or Physical Therapist services in SCCOE Special Education classrooms. The need to contract for OT and PT services has increased due to employee leaves and the increase in services as per IEPs. The board originally approved a contract for $300,000 at the June 19, 2013 meeting. The increased contract will cover the expenses through Fiscal Year 2013-2014.

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Fiscal Implications

Funding has been incorporated into the FY 2013-14 budget to cover this expense. The cost will be fully reimbursed by the State and School Districts.

Requested Action

Approve Contract exceeding previously approved amount.
8. Consent Action Items

a) Request Approval of Minutes of Special Board Meeting of January 27, 2014 (#2131-S1)
b) Request Approval of Minutes of Regular Board meeting of February 5, 2014 (#2132)
c) Request Acceptance of Donations

d) Request Adoption of Resolution Recognizing March as Arts Education Month (resolution attached)

c) Request Approval of FIRST 5 Santa Clara County (FIRST 5) Child Signature Program Contract

f) Request Approval of Contract over $100,000 with Advent Ministries

g) Request Approval of Contract Exceeding Prior Board Approval Amount

MOTION #2133-3 by member Di Salvo to approve Consent Action Items 8A through 8G. Vice President Green seconded the motion and it carried 6-0-1 with member Hover-Smoot Absent.

CHANGE IN AGENDA

11. Information Item

D. Discussion regarding the County Board’s Participation on a Mayoral Candidates’ Forum on Education

President Beauchman introduced the discussion regarding the County Board’s participation on a mayoral candidates’ forum on education. After discussion, the Board agreed to participate in the upcoming forum.

9. Action Item

A. Renewal of the Charter Discovery Charter School 1 for the Period July 1, 2014 through June 30, 2019

Toni Cordova, Chief Strategy Officer presented staff’s report and answered questions. Dales Jones, lead petitioner, answered questions from the Board.

MOTION #2133-4 by member Di Salvo to renew the charter for Discovery Charter School 1 for the period July 1, 2014 through June 30, 2019. Member Song seconded the motion and it carried 6-0-1 with member Hover-Smoot absent.

Member Chang requested to revisit Discovery Charter School 1’s resolved issues in 90-days.

10. Information Items

A. Seven Trees (Daniel Lairon) Construction Update

Craig Wilde, Director of General Services, provided a project closure update on the Seven Trees construction. Mr. Wilde and Dr. Mary Ann Dewan, Chief Schools Officer, answered questions from the Board.
CONSULTANT SERVICES AGREEMENT

By this agreement made and entered between the Santa Clara County Office of Education (herein after referred to as SCCOE), and EBS HealthCare Services, Inc. (herein after referred to as Consultant), in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following services, studies and/or reports.
   And/or see attached Exhibit A for Scope of Work.

B. Start Date: July 1, 2013
   End Date: June 30, 2014

C. COMPENSATION For the full performance of this agreement, SCCOE shall pay Consultant as follows:
   Consultant’s Fee: $ see attached rate sheet
   Total not to exceed: $ 500,000
   Payment to be made as follows: Within 30 days of invoice receipt by SCCOE Accounting or Special Ed Dept.
   Account Structure (internal use only): 321860-580000 and 321860-510000

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:
   a) Consultant shall indemnify, hold harmless and defend the SCCOE and each of its, officers, officials, employees, volunteers and agents from any and all 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 SCCOE, Consultant or any other person and from any and
all claims, demands and actions in law or equity (including reasonable attorney’s fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of Consultant or any of its employees or agents in performance of this contract. Consultant’s obligations under preceding sentence shall apply regardless of whether SCCOE or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damages caused solely by the active negligence or by the willful acts of SCCOE.

b) Specifically regarding professional negligent errors or omissions, Consultant shall indemnify, hold harmless, and defend SCCOE, its officers, officials, employees, volunteers or agents, from any and all loss, liability, 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 the SCCOE, Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney’s fees and litigation expenses) incurred by SCCOE, Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of Consultant in performance of this contract.

c) Should Consultant subcontract all or any portion of the work to be performed under this agreement, Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the SCCOE, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. INSURANCE Throughout the life of this Contract, Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

a) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit (CG 0001).

i. The Commercial General Liability and Automobile Liability (as appropriate) insurance shall be written on ISO approved occurrence form and endorsed to name: “Santa Clara County Office of Education (SCCOE), its officers, representatives, agents, employees and volunteers are additional insured”. ISO Endorsement CG 20 10 11 85 (or equal) is acceptable.

ii. The Company shall furnish the Santa Clara County Office of Education with the required certificates of insurance and additional insured endorsement for all required insurance, prior to final execution of the agreement.

iii. Address for Mailing certificates, endorsements and notices shall be: Santa Clara County Office of Education, Attn: Risk Management, 1290 Ridder Park Drive (MC262), San Jose, CA 95131-2304

b) PROFESSIONAL ERRORS AND OMISSIONS, Not less than $1,000,000 per Occurrence/$2,000,000 Aggregate (5 yr discovery/reporting tail period coverage). Certificate of insurance only required.
c) COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence. (CA 0001)

d) WORKERS' COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease. Deductibles and Self-Insured Retentions must be declared and are subject to approval by the SCCOE. PLUS Waiver of Subrogation to SCCOE of any claims.

Failure to maintain the required insurance shall be sufficient cause for SCCOE to terminate this Contract. In the event of insurance cancellation, SCCOE reserves the right to purchase insurance, insure (or self-insure) for the above- required coverage at Consultant’s full expense.

Should Consultant subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-Consultant, and/or require each Sub-Consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Sub-Consultants insurance shall have the same impact as described above.

3. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

4. CONFLICT OF INTEREST. Before executing this agreement, Consultant shall disclose to the SCCOE the identities of any board member, officer, or employee of the SCCOE, or relatives thereof, who Consultant knows or should know will have any financial interest resulting from this agreement.

5. LICENSE AND AUTHORITY. Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

6. EQUIPMENT AND FACILITIES. Consultant will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties.

7. EMPLOYMENT OF ADDITIONAL WORKERS BY CONSULTANT. Consultant may, at Consultant's own expense, employ additional workers or Sub-Consultants as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. SCCOE shall not control, direct, or supervise Consultant's additional workers or Sub-Consultants in the performance of those services. Consultant assumes full and sole responsibility for payment of all compensation and expenses of additional workers or Sub-Consultants, and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. Consultant shall not hire employees of the SCCOE for performance of this agreement.

8. CONSULTANT SCREENING. Consultant shall adhere to the following staff screening requirements and provide SCCOE with evidence of staff screening:

   a) TUBERCULOSIS SCREENING

   b) FINGERPRINTING OF EMPLOYEES AND AGENTS. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under
this Agreement and Contractor certifies its compliance with these provisions as follows:
"Contractor certifies that Contractor has complied with the fingerprinting and criminal background
investigation requirements of Education Code section 45125.1 with respect to all Contractor’s
employees, subcontractors, agents, and subcontractors’ employees or agents ("Employees")
regardless of whether those Employees are paid or unpaid, concurrently employed by the SCCOE, or
acting as independent contractors of Contractor, who may have contact with SCCOE pupils in the
course of providing services pursuant to the Agreement, and the California Department of Justice
has determined that none of those Employees have been convicted of a felony, as that term is
defined in Education Code section 45122.1. Contractor further certifies that it has received and
reviewed fingerprint results for each of its Employees and Contractor has requested and reviews
subsequent arrest records for all Employees who may come into contact with SCCOE pupils in
providing services to the District under this Agreement.

Contractor initial:

9. ASSIGNMENT. Without the written consent of the SCCOE, this agreement is not assignable by the
Consultant.

10. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators,
successors, and assigns of the respective parties.

11. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and
duties of the parties hereunder shall be governed by the laws of the state of California.

12. WITHHOLDING. The SCCOE shall not withhold or set aside any money on behalf of the Consultant for
Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance,
or any other federal or state fund whatsoever.

13. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are
authorized without the written consent of the SCCOE.

14. HEADINGS. All section headings contained herein are for clarification and convenience of reference only
and are not intended to limit the scope of any provision of the agreement.

15. TERMINATION. The SCCOE may cancel with 30 days’ notice for any reason whatsoever.

16. SEVERABILITY. In the event any portion of this agreement shall be held by a Court to be invalid, such
holding shall not invalidate the remainder of this agreement.

17. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the
event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for
such ambiguity.

18. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work
for hire and shall be the property of the SCCOE.

19. EXPENSES. Consultant shall be responsible for all costs and expenses incident to the performance of
services for the SCCOE, except as provided by this agreement, including but not limited to: all costs of
equipment provided by the Consultant; all fees, fines, licenses, bonds or taxes required of or imposed against the Consultant; and all other Consultant’s costs (travel, lodging, printing, etc.) of doing business.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the SCCOE to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the SCCOE, or to utilize the SCCOE’s letterhead or logo without the prior consent of the SCCOE. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant’s status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and SCCOE agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

| INSTRUCTIONS | The SCCOE shall provide job specifications only, and not explicit instructions. |
| TRAINING | The SCCOE shall not provide any training for workers. |
| RIGHT TO HIRE OTHERS | The Consultant has the right to hire others to do the actual work. |
| WORK NOT ESSENTIAL TO SCCOE | The SCCOE’s success or continuation does not depend on the services of the Consultant. |
| OWN WORK HOURS | The Consultant establishes the work hours for the job. |
| NO CONTINUING RELATIONSHIP | The Consultant will not have a continuing relationship with the SCCOE. If the relationship is frequent, it will be at irregular intervals, on call (no full-time), or whenever work is available. |
| TIME TO PURSUE OTHER WORK | The Consultant may pursue other work during term of agreement. |
| JOB LOCATION | The Consultant controls the job location. |
| ORDER OF WORK | The Consultant determines the order and sequence of the work. |
| BASIS OF PAYMENT | Payment shall be by the job rather than time expended. |
| WORK FOR MULTIPLE FIRMS | The Consultant may work for multiple firms simultaneously. |
| BUSINESS EXPENSES | The Consultant is responsible for own expenses. |
| OWN TOOLS & EQUIPMENT | Tools and equipment for the job shall be provided by the Consultant. |
| INVESTMENT NOT REQUIRED | The Consultant will not be required to hire the SCCOE’s facilities to perform the work. |
| SERVICES AVAILABLE TO PUBLIC | The Consultant’s services are available to the general public. |
| RIGHT TO TERMINATE | The Consultant may not be terminated except as allowed for under the agreement. |
| NON-COMPLETION | The Consultant is not entitled to compensation in case of non-completion. |
| POSSIBLE PROFIT OR LOSS | The Consultant can make a profit or a loss on the work. |
| PROGRESS REPORTS | The Consultant will not be required to make progress reports, unless otherwise agreed. |
F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. Authorized SCCOE and Consultant's signatures below signify both understanding and acceptance of the contract provisions.

G. AUTHORIZED SCCOE PARTY:

Signature: [Signature]
Date Signed: 10/4/13
Print name/title: Xavier De La Torre, Ed.D.
Superintendent of County Schools
Address: 1290 Ridder Park Drive, MC 273
San Jose, CA 95131
Phone / Fax: 408.453.8642 / 408.453.6656
E-Mail Address: dtripousis@sccoe.org

Distribution: Original to Contracts/Risk Management

CONSULTANT:

Signature: [Signature]
Date Signed: 9/4/13
Print name/title: Robert Deon / Director
Company Name: EBS HealthCare Staffing Services
PO Box 911, Concordville, PA 19331
Phone / Fax: 800-578-7906 / 610-455-4052
E-Mail Address: 
IRS EIN# or SS #: 23-2720862

SCCOE USE ONLY:
Initiator:
Manager:
Director: [Signature]
Chief:

Risk Management
Reviewer: [Signature]
Rm#: [Signature]
RM14-0203
EXHIBIT “A”
SCOPE OF WORK

Agreement #: __________________
Agreement Date: ____________

It is mutually agreed by the Santa Clara County Office of Education (SCCOE) and
_________________________ (Consultant) that the following describes the Scope of
Work to be performed under this contract:

In consultation with the SCCOE Special Education Director, SCCOE Manager of Special Education, principals,
teachers/school staff, and parents, the Consultant will provide the following licensed staff:

• speech language pathologists (SLP)
• orthopedic therapists, or
• physical therapists.

All Consultants (SLP, OT, or PT) will also participate in the following:

• provide services that are stated in the Individual Education Plan (IEP)
• recommend equipment to carry out the therapy program,
• evaluations of Special Education student’s eligibility for such services and participation in IEP Team meeting to
determine eligibility,
• participation in the IEP Team process to include assessments, electronic data input, and attendance at IEP
Team meetings.
• complete and submit in a timely manner all necessary record-keeping related to reimbursements for MediCal
or MediCare funding.
3 October 2013

TO: Xavier De La Torre, Ed.D., County Superintendent of Schools

FROM: Nancy Guerrero, Director, Special Education

VIA: Angelica Ramsey, Ed.D., Chief Academic Officer, SCCOE
     Micaela Ochoa, Chief Business Officer

SUBJECT: Approval of Contract with EBS HealthCare Services, Inc.

In consultation with the SCCOE Special Education staff, EBS HealthCare Services, Inc. provides the following services:

- Speech and Language Pathologists
- Orthopedic Therapists
- Physical Therapists

The staff will also recommend appropriate equipment to carry out the student’s therapy program and provide services that are stated in the Individual Education Plan (IEP).

chr

10/2 to Angeline - 10/4 to Barbara
Santa Clara County Office of Education
Xavier De La Torre, Ed.D.
County Superintendent of Schools

June 19, 2013

TO: Santa Clara County Board of Education
FROM: Linda Aceves, Chief Schools Officer
Student Services Branch

Nancy Guerrero, Director
Special Education Department

VIA: Xavier De La Torre, Ed.D.
County Superintendent of Schools

SUBJECT: Request Approval of Contract and Purchase Order Exceeding $250,000

Associated Goal

GOAL 2: SCCOE Student Programs - SCCOE schools will be "models of excellence" in student learning and well-being.

Background

The contract is over $250,000, and was last approved on April 5, 2006. Terms of this contract have not changed, with the exception of an increased number of students served and an increase in fees. Due to the original contract agreement date exceeds 5 years with EBS HealthCare Services, Inc., we are requesting a renewal of the board approval date for this contract and the accompanying purchase order. Pursuant to Board Policies 3312(a) (Contractual Agreements) and 3310 §6.2 (Purchasing: Board Approvals) the following contract and purchase order are being submitted for Board approval.

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Fiscal Implications

Funding has been incorporated into the FY 2013-2014 budget to cover this expense.

Requested Action

Approve contract agreement renewal and purchase order exceeding $250,000.

County Board of Education: Leon F. Beauchman, Michael Chang, Joseph Di Salvo, Darce Green, Julia Hover-Smoot, Grace H. Mah, Anna Song
1290 Ridder Park Drive, San Jose, CA 95131-2304 (408) 453-6500 www.sccoe.org

A Champion for Children, Schools and Community