

ALAMEDA UNIFIED SCHOOL DISTRICT
2060 Challenger Drive
Alameda, California 94501
(510) 337-7075

AGREEMENT FOR SPECIAL EDUCATION SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2019 under the authority of Government Code Section 53060 by and between:

Local Early Access Program (LEAP)
Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland

hereinafter referred to as the "CONTRACTOR", and

Alameda Unified School District (AUSD)

The parties mentioned above agree as follows:

1. CONTRACTOR is a nonprofit corporation, which provides infant-parent education for children who possess developmental delays in one or more areas. CONTRACTOR is an independent agency and not an employee of AUSD.
2. The period of agreement shall be from July 1, 2019 through June 30, 2020, and shall include 200 days of a regular school year (2019-2020) program.
3. CONTRACTOR shall provide educational services to parents and their handicapped infants (birth to three years of age) through home and/or center based services. Services to these families shall be in accordance with the Infant/Preschool Application forms OSE-EP-E1S1 that is incorporated herein by reference. Changes in service will be mutually agreed upon between AUSD and CONTRACTOR.
4. AUSD shall pay the CONTRACTOR with funds provided by the State Department of Education for infant discretionary programs. The original expenditure budget will be submitted to the AUSD Special Education Director for approval and will not exceed **\$299,050.00**, plus statutory COLA added each year to previous year budget total beginning July 1, 2019. This budget is due within 30 days after notification by the AUSD of the exact amount of expenditure remittance.
5. Based on an approved budget, CONTRACTOR will invoice AUSD in four quarterly increments (September 2019, December 2019, March 2020, and June 2020), to total **\$299,050.00**, plus statutory COLA added each year to previous year budget total beginning July 1, 2019. This amount is expressly subject to the availability of State and Federal allotments to the AUSD. In the event that the AUSD does not receive sufficient funds from the State Department of Education to cover this specific contract, the AUSD, upon notice to the CONTRACTOR, MAY IMMEDIATELY cancel and/or enter into a new agreement. Under no circumstances will the AUSD provide financial reimbursement from AUSD Local General Funds. Any additional moneys generated as a result of the infant service contract will be allocated based on mutual agreement between AUSD and CONTRACTOR.
6. CONTRACTOR shall be responsible for providing appropriate related services.

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7. CONTRACTOR shall provide the AUSD information upon request, which is necessary to file State and Federal reports, such as pupil count, J-50's, etc.
8. CONTRACTOR shall provide qualified personnel for all services to be rendered by CONTRACTOR pursuant to this Agreement.
9. The performance of the services shall be at times and places within the limits of the AUSD policy at the discretion of the CONTRACTOR.
10. The rights relevant to the infant program reports, including evaluation or other material developed by the CONTRACTOR, shall belong to the AUSD. AUSD has the right to inspect, at reasonable times and upon reasonable notice, the books and records of CONTRACTOR.
11. CONTRACTOR shall hold harmless, indemnify and defend the AUSD and its officers, agents, affiliates and employees from any and all liabilities, claims, costs, expenses and damages arising from or connected with the services to be performed by CONTRACTOR under this Agreement, except where attributable to the actions of AUSD.

AUSD shall hold harmless, indemnify and defend CONTRACTOR and its officers, agents, affiliates, and employees from any and all liabilities, claims, costs, expenses, and damages arising from or connected with the services to be performed by AUSD under this Agreement, except where attributable to the actions of CONTRACTOR.

This mutual indemnification provision includes personal injury or property damage sustained by AUSD, CONTRACTOR, or another party.

12. During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a public liability insurance policy covering bodily injury and property damage.

During the term of this Agreement, AUSD shall maintain in full force general liability and other insurance coverage appropriate to its organizational function.

13. This Agreement, or any of its rights, obligations, terms or conditions, may not be assigned by either without the written consent of the other party.
14. CONTRACTOR will serve required number of students to maintain a minimum Pupil Count of 27 FTE for the regular school year program of 200 days.
15. CONTRACTOR will serve all orthopedically impaired infants, qualifying under Low Incidence, who have been referred from participating SELPAS in Alameda County (North Region, Tri Valley, Mid Alameda County, and Oakland).
16. CONTRACTOR will cooperate with the AUSD to locate appropriate educational programs in the least restrictive environments for infants who are turning three who continue to be eligible for Special Education services.

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17. Prior to a student's third birthday, a joint determination by the parent/guardian, AUSD and CONTRACTOR will be made regarding continued placement with the CONTRACTOR, transition into an appropriate special education program, or a discharge due to ineligibility at that time.

- LEAP -

- AUSD -

Local Early Access Program (LEAP)

DocuSigned by:
Michael Anderson, MD
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Michael R. Anderson, President
Children's Hospital & Research Center at
Oakland dba UCSF Benioff Children's
Hospital Oakland

Alameda Unified School District

Kirsten D. Zazo

Kirsten Zazo
Chief Student Support Officer
Alameda Unified School District

Contractor's Identification Number:

94-0382330

10/21/2019

Date

10/18/19

Date

Notice. Any notice, request, information or other document required to be provided hereunder shall be in writing and delivered personally or sent by registered mail, postage prepaid, as follows:

Notice to AUSD:

ALAMEDA UNIFIED SCHOOL DISTRICT

Attn: Kirsten Zazo, Chief Student Support Officer

Address:

2060 Challenger Drive
Alameda, CA 94501

Notice to CONTRACTOR:

CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND DBA UCSF BENIOFF
CHILDREN'S HOSPITAL OAKLAND

Attn: Barbara Ivins, Clinical Director

Address:

747 52nd Street
Oakland, CA 94609-1809

Jodi Hirsch

Vice President for Legal Affairs
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland
747 52nd Street, Oakland, CA 94609
Jodi.hirsch@ucsf.edu

With a copy to:

Ann Kriozere
Director of Contracting
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609
Ann.kriozere@ucsf.edu