

Board Office Use: Legislative File Info.	
File ID Number	11-31228
Introduction Date	1-25-12
Enactment Number	12-0121
Enactment Date	



# Memo

To The Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
 (To be completed by Procurement) 1-25-12

Subject Professional Services Contract - California  
 The Regents of the University of San Francisco CA (contractor, City State)  
922/Family, School, and Community Partnerships (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to 922/Family, School, and Community Partners for the period of 11/01/2011 through 06/30/2012.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 In order to document the status of current programs and resources, and the school's progress toward meeting objectives in the six OUSD Wellness Policy areas. University of California, San Francisco will be administering a School Wellness Inventory toll in OUSD schools. The tool will aim to answer key evaluation questions, such as "What Wellness programs and resources are currently in place at schools in each of the six domains?"

Discussion  
*One paragraph summary of the scope of work.*  
 Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and The Regents of the University of California, San Francisco, CA, for the latter to provide a total of 258 hours of evaluation of OUSD Kaiser project's Wellness component, UCSF will work closely with the OUSD Program Manager for Coordinated School Health to map the existence of Wellness programs and adherence to Wellness policies in the domains Nutrition, Physical Education and Physical Activity, Health Education, Safe and Healthy School Environments, Student Wellness Services and Staff Wellness for the period of November 1, 2011 through June 30, 2012, in an amount not to exceed \$24,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to 922/Family, School, and Community Partners for the period of 11/01/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Kaiser-Health  
not to exceed \$24,000.00

- Attachments
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2011-2012**

This Agreement is entered into between the Oakland Unified School District (OUSD) and The Regents of the University of California (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 11/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Four Thousand Dollars (\$24,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: CB

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

**OUSD Representative:**

Name: Michelle Oppen  
Site /Dept.: 922/Family, School, and Community Partnerships  
Address: 495 Jones Avenue  
Oakland, CA 94603  
Phone: (510) 639-3334

**CONTRACTOR:**

Name: The Regents of the University of California, San Francisco  
Title: Shelly Koenemann Kaller, Project Director  
Address: 3333 California Street, Suite 265  
San Francisco CA 94118  
Phone: (415) 476-0720

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**Professional Services Contract**

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **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.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Summary of terms and compensation:**

Anticipated start date: 11/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 24,000.00

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santos 12-19-11  
 President, Board of Education Date  
 Superintendent or Designee  
\_\_\_\_\_  
 Secretary, Board of Education Date

**CONTRACTOR**

Claire Brindis 12/8/11  
 Contractor Signature Date

The Regents of the University of California, Claire Brindis, Principal Investigator  
 Print Name, Title

**Certified:**  
Edgar Rakestraw, Jr. 1/26/12

Edgar Rakestraw, Jr., Secretary  
 Board of Education

**LEGISLATIVE FILE**

File ID Number 11-3228  
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B

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is **not** made part of this Agreement. **[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.**]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and The Regents of the University of California, San Francisco, CA, for the latter to provide a total of 258 hours of evaluation of OUSD Kaiser project's Wellness component, UCSF will work closely with the OUSD Program Manager for Coordinated School Health to map the existence of Wellness programs and adherence to Wellness policies in the domains Nutrition, Physical Education and Physical Activity, Health Education, Safe and Healthy School Environments, Student Wellness Services and Staff Wellness for the period of November 1, 2011 through June 30, 2012, in an amount not to exceed \$24,000.00.

**SCOPE OF WORK**

The Regents of the University of California will provide a maximum of 258.00 hours of services at a rate of \$ 70.00 per hour for a total not to exceed \$24,000.00. Services are anticipated to begin on 11/01/2011 and end on 06/30/2012.

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

- 1) Evaluation planning:** UCSF will assist OUSD in developing a data collection plan, including identifying appropriate survey respondents and a timeline for data collection. UCSF will also conduct a literature review on similar research studies that have been implemented to learn best practices.
- 2) Development of School Wellness Inventory tool:** Using both new survey items and items found through a review of existing school Wellness tools, UCSF will draft and revise the School Wellness Inventory, incorporating input from OUSD.
- 3) Trainings of school staff on completion of the evaluation tool.**
- 4) Data collection coordination and technical assistance:** During Spring 2012, the School Wellness Inventory will be implemented in OUSD elementary, middle, and high schools
- 5) Data management:** As the School Wellness Inventories are completed, UCSF will compile the responses into a database so that data can be aggregated across all schools. Service will include the cost of required long distance phone calls, data management support, printing, copying materials, and mileage.

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

- 1) School wellness policies, practices and programs will be assessed to identify gaps and barriers to learning, so that students can participate more fully in school
- 2) The assessment will identify existing and lacking resources so that an equitable distribution can take place and encourage more children to attend school.
- 3) The results of the assessment will help to will increase access to nutrition, physical education, medical, health education and youth development services.

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

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

No.: 101369  
 This certificate is issued to:  
 Oakland Unified School District  
 1025 Second Avenue  
 Oakland, CA 94606-2212  
 United States

University of California, San Francisco  
 Risk Management and Insurance Services  
 3333 California St, Box 1338  
 San Francisco, CA 94143-1338  
 United States

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
<b>I. GENERAL LIABILITY</b> Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury General Aggregate (Bodily Injury & Property Damage)	\$1,000,000 \$2,000,000 \$1,000,000 \$2,000,000
<b>II. AUTOMOBILE LIABILITY</b> Vehicles Owned, Non-owned and Hired	\$1,000,000 each occurrence
<b>III. EMPLOYER'S LIABILITY</b> Workers Compensation	Statutory Limits
<b>IV. SPECIAL TERMS &amp; CONDITIONS:</b>  <p>Oakland Unified School District, its officers, agents and employees are hereby named additional insureds, but only in connection with properly executed agreements between the UC Regents and the Oakland Unified School District valid during the effective dates of this certificate. This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of the Regents of the University of California, its officers, agents, or employees.</p> <p>The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.</p>	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: 11/01/2011

CERTIFICATE EXPIRES: 11/30/2016



Bruce Flynn  
 Director, UCSF Risk Management and  
 Insurance Services

11/29/2011

Date

## **Phillip R. Lee Institute for Health Policy Studies**

### **History**

The Philip R. Lee Institute for Health Policy Studies was founded in 1972 as the Health Policy Program within the School of Medicine on the University of California, San Francisco campus. It was the first program to bring together on the campus of a major academic health sciences center a multidisciplinary group of faculty (medicine, law, ethics, and pharmacology) committed to developing an innovative unit with health policy as its focus.

Philip R. Lee, MD, third UCSF Chancellor (1969-1972) and senior federal health policy official in two administrations (1965-1969 and 1993-1997), was founder of the Institute. In September 2007, the Institute was renamed for Dr. Lee in his honor.

Dr. Lee and other founding faculty members, Lewis H. Butler, LLB, Michael L. Parker, JD, Albert R. Jonsen, PhD, and Milton M. Silverman, PhD, were committed to providing accurate, relevant, and timely information to members of Congress and their staff, senior officials in federal agencies, California legislators, state and local health departments, health care administrators, private sector decision-makers, community-based organizations, and the public.

These early leaders were also committed to building a foundation for health policy on the UCSF campus that emphasized collaborative research, teaching health professions students, training post-doctoral fellows, and mentoring future clinicians, researchers, and health policy leaders.

In 1981, the Board of Regents of the University of California designated the Institute as an organized research unit, strengthening its ability to collaborate with departments and schools on the UCSF and other campuses.

The legacy of the Institute reflects the clear vision for the Health Policy Program when it was founded. Basic and applied research and policy analysis, education and training, technical assistance, and public service were to be undertaken together in a single setting, with a multidisciplinary faculty and staff and collaborators on the UCSF campus, other University campuses, and in the community.

Today the Institute is one of the nation's premier centers for health policy and health services research. We conduct research on the health care system and health care reform, child health, adolescent health, reproductive health, chronic illness, work and health, HIV/AIDS, prescription drug policies, substance abuse, research integrity, and biomedical communications.

The Institute has more than 100 faculty, research and administrative staff, and fellows. Institute faculty have appointments in departments within the Schools of Medicine, Nursing, and Pharmacy, and faculty and research staff include physicians, health services researchers, policy analysts, psychologists, political scientists, health economists, sociologists, anthropologists, epidemiologists, pharmacologists, and those trained in public health.



## **Mission**

The Institute's mission is to contribute to the solution of complex and challenging health policy problems through leadership in:

- health policy and health services research
- education and training
- technical assistance
- public service

We conduct, synthesize, and translate research among multiple academic disciplines and fields to provide a base of evidence to share with people who make decisions about health and health care.

We focus on providing information about policy decisions that will affect people's health and lives, from helping to improve clinical decision-making at a patient's bedside to assessing the potential impact of state and national health legislation.

We help educate and train students, including post-doctoral fellows, in the health professions and other disciplines, for future leadership in health policy and health services research. We also help prepare fellows to take leadership in public health and health care in government at the local, state, federal and international levels, and in the non-profit and private sectors.

Most of all, we are committed to improving the health and health care of people in the Greater San Francisco Bay Area, the State of California, the nation, and the world.

## **Goals**

- Improve the health of the public
- Improve health care
- Build future health policy leadership
- Improve the public's understanding of public sector, private sector, and personal choices about health care and health
- Improve health policy with research designed to impact public and private sector health policy decisions

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* [michelle.oppen@ousd.k12.ca.us](mailto:michelle.oppen@ousd.k12.ca.us)

## Contractor Information

Contractor Name	The Regents of the University of California	Agency's Contact	Shelly Koenemann Kaller			
OUSD Vendor ID #	I005451	Title	Project Director			
Street Address	3333 California Street, Suite 265	City	San Francisco	State	CA	Zip 94118
Telephone	(415) 476-0720	Email	Shelly.Kaller@ucsf.edu			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/01/2011	Date work will end	06/30/2012	Other Expenses	5,940.00
Pay Rate Per Hour (required)	\$ 70.00	Number of Hours	258.00	<b>Total Contract Amount</b>	<b>\$ 24,000.00</b>

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9225	Kaiser-Health	9221223201	5825	\$ 24,000.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0202623		<b>Total Contract Amount</b>	<b>\$ 24,000.00</b>

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Michelle Oppen	Phone	(510) 639-3334	
	Site / Department	922/Family, School, and Community Partnerships			Fax	639-4807
	Signature	<i>Michelle Oppen</i>			Date Approved	12/12/11
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>[Signature]</i>			Date Approved	12/12/11
3.	<b>Regional Executive Officer</b>					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature	<i>[Signature]</i>			Date Approved	12-19-11
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000					
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>					
<b>Legal</b> Required if not using standard contract		Approved		Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	P1204285		



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