

Board Office Use: Legislative File Info.	
File ID Number	14-0512
Introduction Date	4-9-14
Enactment Number	14-0587
Enactment Date	4/9/14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Gary Yee Ed.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 4-9-14
 (To be completed by
 Procurement)

Subject Professional Services Contract Amendment - No. 2
Veritam Incorporated Sacramento Ca (Contractor, City/State) -
Family, Schools & Community Partnerships (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Veritam Incorporated.
 Services to be primarily provided to Family, Schools & Community Partnerships for the period of 07/01/2013 through 06/30/2014, in an amount not to exceed \$85,000.00.

Background
A one paragraph explanation of why an amendment is needed.
 The Medi-Cal Administrative Activities (MAA) program is a federal program designed to reimburse school districts for certain costs incurred in the administration of Medi-Cal funded activities. Reimbursement is based on staff time spent administering the Medi-Cal program and is captured through quarterly time surveys. The LEA (Local Educational Agency) billing option provides the District with revenue when Medi-Cal enrolled students with IEPs receive direct services from a qualified provider.

Discussion
One paragraph summary of the amended scope of work.
 Approval by the Board of Education of the Professional Services Contract between the Oakland Unified School District and Veritam, Incorporated, Sacramento, CA, for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and LEA billing option programs as well as training and administrative support for Family, School & Community Partnerships Department who oversees the billing, for the period of July 1, 2013 through June 30, 2014, in the amount of \$85,000.00, increasing the agreement from \$130,000.00 to a not to exceed amount of \$215,000.00. All other terms and conditions of the contract remain in full force and effect. +

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Veritam Incorporated.
 Services to be primarily provided to Family, Schools & Community Partnerships for the period of 07/01/2013 through 06/30/2014, in an amount not to exceed \$85,000.00.

Fiscal Impact Funding resource name (please spell out) LEA/Medical Integrated
not to exceed \$85,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-0512
Introduction Date	4-9-14
Enactment Number	14-0857
Enactment Date	4/9/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Inspiring. Achieving.

**AMENDMENT NO. No. 2
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Veritam Incorporated (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1, 2013, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work has <u>changed</u> .	<input checked="" type="checkbox"/> ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <input type="checkbox"/> Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation has changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$ <u>85,000.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>Two Hundred Fifteen Thousand</u> dollars (\$ <u>215,000.00</u>)		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	11/18/2013	Special Education increase funds.	\$ 30,000.00
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education
☐ Superintendent or Designee

Edgar Rakestraw, Jr., Secretary
 Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Print Name, Title

Date

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.

Approval by the Board of Education of the Professional Services Contract between the Oakland Unified School District and Veritam, Inc., for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and LEA billing option programs as well as training and administrative support for Family, School & Community Partnerships Department who oversees the billing, for the period of July 1, 2013 through June 30, 2014, in the amount of \$100,000., increasing the agreement by \$30,000., plus an additional amount on 2 Amendment of \$85000. to a not to exceed amount of \$215,000.

SCOPE OF WORK

Veritam Incorporated _____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ _____. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

- 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.

Veritam will provide an online data collection and management system for the District's MAA and LEA programs. The MAA program is designed to reimburse school districts, county Offices of Education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. Veritam will work with OUSD's MAA/LEA Program Manager to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The Local Education Agency (LEA) billing option is a fee-for-service program similar to an outpatient billing module. LEA billing revenue is determined when direct service is provided by qualified providers to a Medi-Cal enrolled student with an IEP. Veritam will assist the MAA/LEA Program Manager with multiple aspects of maximizing OUSD's Medi-Cal LEA revenue.

- 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.

Veritam will provide access to its Medi-Cal Administrative Activities ("VeriMAA") and Medi-Cal LEA Billing Option ("VeriDirect") software, as well as administrative and training support, pursuant to the attached 2013-2015 Service Agreement. For the MAA program, participants will individually log in to "VeriMAA" and input their week's activities during quarterly time survey weeks. Veritam will also provide training materials, assist in the required annual training of all MAA participants, and assist the District in completing the invoice process. For the LEA program, Veritam will convert the District's paper billing records into electronic records and submit them to Electronic Billing Services EDS (billing contractor for the state) as well as provide guidance around audit compliance. The MAA and LEA programs are expected to generate \$1,000,000 each for the 2013-2014 school year. In compliance with Ed Code, revenue from the LEA program is reinvested in student health and wellness programs and 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 type="checkbox"/> Develop social, emotional and physical health | <input 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 |

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. No. 2

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- ☒ Contract amendment packet including Board Memo and Amendment Form
- ☒ Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- ☒ A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) joanna.locke@ousd.k12.ca.us

Contractor Information

Contractor Name	Veritam Incorporated	Agency's Contact	Rose Uranga				
OUSD Vendor ID #	1005418	Title	President				
Street Address	5714 Folsom Blvd., #298	City	Sacramento	State	Ca	Zip	95819
Telephone	(916) 475-1610	Email	rose@veritam.net				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 130,000.00	Original PO Number	P1400722		
Amended Amount	\$ 85,000.00	New Requisition #	R0409843		
New Total Contract Amount	\$ 215,000.00	Start Date	07/01/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)		Number of Hours (Required)			

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
5640	LEA/Medical	9221211203	5825	\$ 85,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name <u>Joanna Locke</u>	Phone <u>2731578</u>	Fax <u>2731511</u>
	Site / Department	Family / Schools & Community Partnerships		
2.	Signature 	Date Approved	<u>2/20/14</u>	
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships			
	Signature 	Date Approved	<u>2/24/14</u>	
3.	Regional or Executive Officer	Signature 	Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature <u>Maria Senter</u>	Date Approved	<u>3/14/14</u>
4.	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
5.	Superintendent or Board of Education Signature on the legal contract			
Legal Required if not using standard contract		Approved	Denied - Reason	Date
Procurement		Date Received	PO Number	



Board Office Use: Legislative File Info	
File ID Number	13-2702
Introduction Date	Jan 15, 2014
Enactment Number	14-0028
Enactment Date	1-15-14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To

Board of Education

From

Gary Yee Ed.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)

1-15-14

Subject

Professional Services Contract Amendment - 1
Veritam Incorporated Sacramento CA (Contractor, City/State) -
Programs for Exceptional Children (site/department)

Action Requested

Approval by the Governing Board of the amendment to the professional services contract between the District and Veritam Incorporated.
Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2013 through 06/30/2014, in an amount not to exceed \$30,000.00.

Background

A one paragraph explanation of why an amendment is needed.

The Medi-Cal Administrative Activities (MAA) program is a federal program designed to reimburse school districts for specific costs incurred in the administration of Medi-Cal funded activities. Reimbursement is based on staff time spent administering the Medi-Cal program and is captured through quarterly time surveys. The Local Educational Agency (LEA) billing option provides the District with revenue when Medi-Cal enrolled students with Individual Education Plans (IEPs) receive direct services from a qualified provider.

Discussion

One paragraph summary of the amended scope of work.

Approval by the Board of Education of the amendment to the professional services contract between the District and Veritam, Incorporated, Sacramento, CA, for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and Local Educational Agency (LEA) billing option programs as well as training and administrative support for Programs for Exceptional Children who oversees the billing for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$30,000.00

Recommendation

Approval by the Governing Board of the amendment to the professional services contract between the District and Veritam Incorporated.
Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2013 through 06/30/2014, in an amount not to exceed \$30,000.00.

Fiscal Impact

Funding resource name (please spell out) Special Education
not to exceed \$30,000.00.

Attachments

- Contract Amendment
- Copy of original contract

Board/Office/Use/Registative File Info
File ID Number <u>13-2702</u>
Introduction Date <u>Jan 15, 2014</u>
Enactment Number <u>14-0028</u>
Enactment Date <u>1-15-14</u>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Veritum Incorporated (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on
July 1, 2013, and the parties agree to amend that Agreement as follows:

<p>1. Services: <input type="checkbox"/> The scope of work has <u>changed</u>. <input checked="" type="checkbox"/> ONLY the funding source has changed.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:</p>
<p>2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>30,000.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is _____ dollars (\$ <u>130,000.00</u>)</p>

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

- ☐ President, Board of Education
☐ Superintendent or Designee

Gary Yee, Acting Superintendent and
Secretary, Board of Education

1-16-14
Date

1-16-14
Date

CONTRACTOR

Rose Uranga
Contractor Signature

11/18/2013
Date

Rose Uranga, President Veritum, Inc.
Print Name, Title

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.

Approval by the Board of Education of the amendment to the professional services contract between the District and Veritam, Incorporated, Sacramento, CA, for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and Local Educational Agency (LEA) billing option programs as well as training and administrative support for Programs for Exceptional Children who oversees the billing for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$30,000.00

SCOPE OF WORK

Veritam Incorporated _____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$30,000.00. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

- 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.

Veritam will provide an online data collection and management system for the District's MAA and LEA programs. The MAA program is designed to reimburse school districts, county Offices of Education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. Veritam will work with OUSD's MAA/LEA Program Manager to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The Local Education Agency (LEA) billing option is fee-for-service program similar to an outpatient billing module. LEA billing revenue is determined when direct service is provided by qualified providers to a Medi-Cal enrolled student with an IEP. Veritam will assist the MAA/LEA Program Manager with multiple aspects of maximizing OUSD's Medi-Cal LEA revenue.

- 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.

Veritam will provide access to its Medi-Cal Administrative Activities ("VeriMAA") and Medi-Cal LEA Billing Option ("VeriDirect") software, as well as administrative and training support, pursuant to the attached 2013-2015 Service Agreement. For the MAA program, participants will individually log in to "VeriMAA" and input their week's activities during quarterly time survey weeks. Veritam will also provide training materials, assist in the required annual training of all MAA participants, and assist the District in completing the invoice process. For the LEA program, Veritam will convert the District's paper billing records into electronic records and submit them to Electronic Billing Service EOS (billing contractor for the state) as well as provide guidance around audit compliance. The MAA and LEA programs are expected to generate \$1,000,000.00 each for the 2013-2014 school year. In compliance with Ed Code, revenue for the LEA program is reinvested in student health and wellness programs and 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 type="checkbox"/> Develop social, emotional and physical health | <input 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 |

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- ☒ Contract amendment packet including Board Memo and Amendment Form
☒ Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
☒ A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required)

Contractor Information

Contractor Name	Veritam Incorporated	Agency's Contact	Rose Uranga				
OUSD Vendor ID #	1005418	Title	President				
Street Address	5714 Folsom Blvd., #298	City	Sacramento	State	CA	Zip	95819
Telephone	(916) 475-1610	Email	rose@veritam.net				

Compensation and Terms - Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 100,000.00	Original PO Number	P1400722		
Amended Amount	\$ 30,000.00	New Requisition #	R0407636		
New Total Contract Amount	\$ 130,000.00	Start Date	07/01/2013		End Date 06/30/2014
Pay Rate Per Hour (Required)		Number of Hours (Required)			

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
3310	Spec Ed	9755300101	5825	\$ 30,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Bernice Stanley	Phone	5108743700	Fax	5108743707
	Site / Department	Programs for Exceptional Children					
	Signature	<i>Bernice Stanley</i>		Date Approved			
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature			Date Approved			
	Signature			Date Approved			
3.	Regional or Executive Officer						
	Signature	<i>Michelle Anderson</i>		Date Approved	12/1/13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations: Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000						
	Signature	<i>Maria Santos</i>		Date Approved	12/4/13		
5.	Superintendent or Board of Education: Signature on the legal contract						
Legal Required if not using standard contract		Approved			Denied - Reason		
Procurement	Date Received			PO Number			



Board Office Use: Legislative File Info.	
File ID Number	13-1209
Introduction Date	6/12/13
Enactment Number	13-1077
Enactment Date	6/12/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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)

Subject Professional Services Contract -
Veritum Incorporated Sacramento CA (contractor, City State)
922/FSCP-Health & Wellness (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Veritum Incorporated. Services to be primarily provided to 922/FSCP-Health & Wellness for the period of 07/01/2013 through 06/30/2014.

Background
A one paragraph explanation of why the consultant's services are needed.

The Medi-Cal Administrative Activities (MAA) program is a federal program designed to reimburse school districts for specific costs incurred in the administration of Medi-Cal funded activities. Reimbursement is based on staff time spent administering the Medi-Cal program and is captured through quarterly time surveys. The Local Educational Agency (LEA) billing option provides the District with revenue when Medi-Cal enrolled students with Individual Education Plans (IEPs) receive direct services from a qualified provider.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Professional Services Contract between the District and Veritum, Incorporated, Sacramento, CA, for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and Local Educational Agency (LEA) billing option programs as well as training and administrative support for the Family, School, and Community Partnerships Department who oversees the billing for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$100,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Veritum Incorporated. Services to be primarily provided to 922/FSCP-Health & Wellness for the period of 07/01/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) MAA Support
not to exceed \$ 100,000.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	13-1209
Introduction Date	6/12/13
Enactment Number	13-1077
Enactment Date	6/12/13



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Veritum Incorporated (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:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than 06/30/2014.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ONE HUNDRED THOUSAND Dollars (\$ 100,000.00). 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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:

1. 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.

2. Agencies or organizations:

- ☒ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

5. **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 \$ 0.00.

6. **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.

7. **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

OUSD Representative:

Name: Joanna Locke

Site /Dept.: 922/FSCP-Health & Wellness

Address: 746 Grand Avenue

Oakland, CA 94603

Phone: 273-1578

CONTRACTOR:

Name: Rose Uranga

Title: President

Address: 5714 Folsom Blvd...#298

Sacramento

CA

95819

Phone: (916) 475-1610

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

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: RL
- 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

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.
31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant 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.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2013

Work shall be completed by: 06/30/2014

Total Fee: \$ 100,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Superintendent or Designee

Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

Rose Uranga
Contractor Signature

5-21-13
Date

Rose Uranga

President

Print Name, Title

File ID Number: 13-1209
Introduction Date: 6/12/13
Enactment Number: 13-120
Enactment Date: 6/12/13
By: OS

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.

Approval by the Board of Education of the Professional Services Contract between the Oakland Unified School District and Veritam, Inc., for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and LEA billing option programs as well as training and administrative support for Family, School & Community Partnerships Department who oversees the billing, for the period of July 1, 2013 through June 30, 2014, in the not-to-exceed amount of \$100,000.00.

SCOPE OF WORK

Veritam Incorporated _____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$100,000.00. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

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.

Veritam will provide an online data collection and management system for the District's MAA and LEA programs. The MAA program is designed to reimburse school districts, county Offices of Education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. Veritam will work with OUSD's MAA/LEA Program Manager to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The Local Education Agency (LEA) billing option is a fee-for-service program similar to an outpatient billing module. LEA billing revenue is determined when direct service is provided by qualified providers to a Medi-Cal enrolled student with an IEP. Veritam will assist the MAA/LEA Program Manager with multiple aspects of maximizing OUSD's Medi-Cal LEA revenue.

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.

Veritam will provide access to its Medi-Cal Administrative Activities ("VeriMAA") and Medi-Cal LEA Billing Option ("VeriDirect") software, as well as administrative and training support, pursuant to the attached 2013-2015 Service Agreement. For the MAA program, participants will individually log in to "VeriMAA" and input their week's activities during quarterly time survey weeks. Veritam will also provide training materials, assist in the required annual training of all MAA participants, and assist the District in completing the invoice process. For the LEA program, Veritam will convert the District's paper billing records into electronic records and submit them to Electronic Billing Services EDS (billing contractor for the state) as well as provide guidance around audit compliance. The MAA and LEA programs are expected to generate \$1,000,000 each for the 2013-2014 school year. In compliance with Ed Code, revenue from the LEA program is reinvested in student health and wellness programs and services.

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

- ☐ Ensure a high quality instructional core
☒ Develop social, emotional and physical health
☒ Create equitable opportunities for learning
☐ High quality and effective instruction

- ☐ Prepare students for success in college and careers
☒ Safe, healthy and supportive schools
☐ Accountable for quality
☐ Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- ☐ Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____
- ☐ Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Board Office Use: Legislative File Info.	
File ID Number	13-1209
Introduction Date	6/12/13
Enactment Number	13-1077
Enactment Date	6/12/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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)

Subject Professional Services Contract -
Veritam Incorporated Sacramento CA (contractor, City State)
922/FSCP-Health & Wellness (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Veritam Incorporated. Services to be primarily provided to 922/FSCP-Health & Wellness for the period of 07/01/2013 through 06/30/2014.

Background
A one paragraph explanation of why the consultant's services are needed.

The Medi-Cal Administrative Activities (MAA) program is a federal program designed to reimburse school districts for specific costs incurred in the administration of Medi-Cal funded activities. Reimbursement is based on staff time spent administering the Medi-Cal program and is captured through quarterly time surveys. The Local Educational Agency (LEA) billing option provides the District with revenue when Medi-Cal enrolled students with Individual Education Plans (IEPs) receive direct services from a qualified provider.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Professional Services Contract between the District and Veritam, Incorporated, Sacramento, CA, for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and Local Educational Agency (LEA) billing option programs as well as training and administrative support for the Family, School, and Community Partnerships Department who oversees the billing for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$100,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Veritam Incorporated. Services to be primarily provided to 922/FSCP-Health & Wellness for the period of 07/01/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) MAA Support
not to exceed \$100,000.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	13-1209
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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Veritem Incorporated (CONTRACTOR). OUSD is authorized by Government Code Section 53080 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:

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- Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ONE HUNDRED THOUSAND Dollars (\$100,000.00). 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.

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- 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.
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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.

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Professional Services Contract

OUSD Representative:

Name: Joanna Locke

Site /Dept.: 922/FSCP-Health & Wellness

Address: 746 Grand Avenue

Oakland, CA 94603

Phone: 273-1578

CONTRACTOR:

Name: Rose Uranga

Title: President

Address: 5714 Folsom Blvd.. #298

Sacramento

CA

95819

Phone: (916) 475-1610

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.

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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.
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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

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: Rel
- 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

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.
31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant 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.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2013 Work shall be completed by: 06/30/2014 Total Fee: \$ 100,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- ☒ President, Board of Education
☐ Superintendent or Designee

Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

Rose Uranga
Contractor Signature

5-21-13
Date

Rose Uranga President
Print Name, Title

File ID Number: 13-1209
 Introduction Date: 6/12/13
 Enactment Number: 13-1277
 Enactment Date: 6/12/13
 By: OS

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.

Approval by the Board of Education of the Professional Services Contract between the Oakland Unified School District and Veritam, Inc., for the latter to provide an online data collection and management system for the Medical Administrative Activities (MAA) and LEA billing option programs as well as training and administrative support for Family, School & Community Partnerships Department who oversees the billing, for the period of July 1, 2013 through June 30, 2014, in the not-to-exceed amount of \$100,000.00.

SCOPE OF WORK

Veritam Incorporated _____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ 100,000.00. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

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.

Veritam will provide an online data collection and management system for the District's MAA and LEA programs. The MAA program is designed to reimburse school districts, county Offices of Education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. Veritam will work with OUSD's MAA/LEA Program Manager to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The Local Education Agency (LEA) billing option is a fee-for-service program similar to an outpatient billing module. LEA billing revenue is determined when direct service is provided by qualified providers to a Medi-Cal enrolled student with an IEP. Veritam will assist the MAA/LEA Program Manager with multiple aspects of maximizing OUSD's Medi-Cal LEA revenue.

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.

Veritam will provide access to its Medi-Cal Administrative Activities ("VeriMAA") and Medi-Cal LEA Billing Option ("VeriDirect") software, as well as administrative and training support, pursuant to the attached 2013-2015 Service Agreement. For the MAA program, participants will individually log in to "VeriMAA" and input their week's activities during quarterly time survey weeks. Veritam will also provide training materials, assist in the required annual training of all MAA participants, and assist the District in completing the invoice process. For the LEA program, Veritam will convert the District's paper billing records into electronic records and submit them to Electronic Billing Services EDS (billing contractor for the state) as well as provide guidance around audit compliance. The MAA and LEA programs are expected to generate \$1,000,000 each for the 2013-2014 school year. In compliance with Ed Code, revenue from the LEA program is reinvested in student health and wellness programs and services.

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

- ☐ Ensure a high quality instructional core
☒ Develop social, emotional and physical health
☒ Create equitable opportunities for learning
☐ High quality and effective instruction

- ☐ Prepare students for success in college and careers
☒ Safe, healthy and supportive schools
☐ Accountable for quality
☐ Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- ☒ For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- ☒ For individual consultants: Proof of negative tuberculosis status within past 4 years.
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/portal/public/SAM/>)
- ☒ 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. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) sheila.clark@ousd.k12.ca.us

Contractor Information

Contractor Name	Veritam Incorporated	Agency's Contact	Rose Uranga
OUSD Vendor ID #	1005418	Title	President
Street Address	5714 Folsom Blvd.. #298	City	Sacramento
Telephone	(916) 475-1610	State	CA
		Zip	95819
Email (required)	rose@veritam.net		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	07/01/2013	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

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
0099	MAA Support	9221211218	5825	\$ 100,000.00
			5825	\$
			5825	\$

Requisition No. (required) Total Contract Amount \$ 100,000.00

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.sam.gov/portal/public/SAM/>)

1.	Administrator / Manager (Originator)	Name	Joanna Locke	Phone	273-1578	
	Site / Department	922/FSCP-Health & Wellness			Fax	273-1511
	Signature	Date Approved			5/20/13	
2.	Resource Manager	Using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	Date Approved			5/22/13	
	Signature (if using multiple restricted resources)	Date Approved				
3.	Regional Executive Officer	<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					
	Signature	Date Approved			5/22/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature	Date Approved				
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number				



EXHIBIT A1

**ON-LINE ACCESS AND SERVICE AGREEMENT FOR VERIMAA AND
VERIDIRECT**

This On-Line Access and Service Agreement ("Agreement") is entered into as of July 1, 2013 the ("Effective Date") between Veritam, Inc., ("Veritam") a California Corporation, and the Oakland Unified School District ("OUSD").

In consideration of the mutual obligations undertaken herein, the parties agree as follows:

A. Primary Duties

1. **Veritam's Duties:** Subject to the terms and conditions of this Agreement, Veritam shall provide OUSD with on-line access to both Veritam's Medi-Cal Administrative Activities ("MAA") Software, or any future versions used for the Medi-Cal Administrative billing program, (VeriMAA") and Veritam's Medi-Cal LEA Billing Option Software ("VeriDirect") and other administrative and support services as described in this Section A.1. (collectively, "Services").

a. Veritam will give OUSD end user unlimited on-line access to VeriMAA beginning August 1, 2013 and continuing for the term of the Agreement. Veritam may update VeriMAA from time to time, and the services will include access to any such updates that are made available to all of Veritam's users. Coordinator access will be granted beginning July 1, 2013.

b. Veritam will give OUSD individual accounts and related user identification numbers ("User IDs") and passwords for all OUSD MAA employees (each an "End User") approximately three (3) weeks after OUSD provides Veritam with the names and email addresses for all End Users.

c. Veritam will calculate the "Actual Client Count / DHCS Tape Match" as defined in the current MAA and LEA Manuals, on a monthly basis using enrollment information provided by OUSD.

d. Veritam will provide manual input services for all OUSD Medi-Cal claims submitted on paper. OUSD will provide the billing information using standardized billing logs currently in use by OUSD. From time to time the billing logs may be updated to enhance collection of relevant information.

e. Veritam will provide standard monthly reports generated from the software within 24 hours of the request. From time to time OUSD may request a specialized report that can be generated by Veritam. Such reports will be available within 72 hours of the request.

f. Veritam will give OUSD unlimited on-line access to VeriDirect during the term of the Agreement. Veritam may update VeriDirect from time to time, and the services will include access to any such updates that are made available to all of Veritam's users.

g. Veritam will provide OUSD with the following training and technical support for VeriMAA at no additional charge.

i. Veritam will offer technical support by phone or email during the hours of 8am to 5pm PST Monday through Friday, excluding Federal and State holidays. This support will consist of assistance with the technical aspects of on-line MAA time survey completion and review, reporting, and invoice generation through VeriMAA. Login and password issues are not considered technical, and will be handled by the OUSD MAA Coordinator. This support will not include legal or policy advice or MAA coaching (including without limitation answering questions as to what code a certain activity should be entered as).

ii. Veritam will offer training up to four times per quarter as a single live training module developed by Veritam for all End Users. This training module will cover the technical aspects of on-line Medi-Cal Administrative Billing Program completion, review, survey correction and resubmission of the survey. As with technical support, this training will not cover legal issues, policy advice or Medi-Cal Administrative Billing Program coaching.

iii. Training will also include up to sixteen (16) hours of personal training for the OUSD MAA coordinator ("Coordinator") on the administrative features of VeriMAA, including Medi-Cal Billing Program administration, reporting, and invoice generation. This training will not cover legal issues, policy advice or MAA coaching.

iv. Training and support may also include an on-line guide or video covering the technical aspects of using VeriMAA. Written training materials will also be provided for each end user, these materials and other written material OUSD provides will also be available in downloadable format on the Medi-Cal Administrative Billing Program software.

h. Veritam will provide OUSD with the following training and technical support for VeriDirect at no additional charge.

i. Veritam will offer technical support by phone or email during the hours of 8am to 5pm PST Monday through Friday, excluding Federal and State holidays. This support will consist of assistance with the technical aspects of on-line Medi-Cal LEA Billing Option completion and review, reporting, and claim reconciliation. This support will not include legal or policy advice.

ii. Veritam will offer training up to four times per quarter as a single live training module developed by Veritam for all End Users. This training module will cover the technical aspects of on-line Medi-Cal LEA Billing Option software and review, reporting and claim reconciliation process through VeriDirect. As with technical support, this training will not cover legal issues, policy advice.

iii. Training will also include up to forty (40) hours of personal training for the OUSD LEA coordinator ("Coordinator") on the administrative features of VeriDirect. This training will not cover legal issues, policy advice or LEA coaching.

iv. Training and support may also include an on-line guide or video covering the technical aspects of using VeriDirect.

2. OUSD's Duties:

a. OUSD will use the Services solely for the administration (including time survey entry and review and MAA invoice generation) of its own Medi-Cal Administrative Billing Program and for the administration of its own LEA Billing Option Program.

b. In order to insure that the data is up to date OUSD will also provide Veritam with a list of End Users who are no longer using the Services no later than the first day of each calendar quarter during the term of the Agreement.

c. OUSD may enter, update and inactivate End User accounts.

d. OUSD agrees not to permit any End Users other than OUSD's employees or district contractor to use the Service. If OUSD wants to permit non-employees or non-district contractors to use the Service, OUSD must first obtain Veritam's written permission and cause any such non-employees to accept an agreement containing terms in favor of Veritam that are no less restrictive than this Agreement.

e. OUSD acknowledges and agrees that no User ID may be used by more than one End User. Veritam may include in the Services functionality to track the number of active User IDs and to disallow use by more than the authorized number of User IDs.

f. OUSD is entirely responsible for maintaining the confidentiality of its User IDs, passwords and account information.

g. OUSD understands and agrees that the Services are for use by OUSD and its End Users only, and only for OUSD's internal business purposes, and not for resale to any third party.

h. Veritam's obligation to provide the Services are conditioned on the following: (1) OUSD will provide Veritam access to End Users to duplicate and resolve errors; (2) OUSD will provide supervision, control and management of the use of the Services; (3) OUSD will document and promptly report all errors or malfunctions in the Services to Veritam, and OUSD will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable amount of time after such procedures have been received from Veritam.

i. OUSD understands and agrees that the VeriMAA Services are not Health Insurance Portability and Accountability Act ("HIPAA") compliant.

j. OUSD understands and agrees that it is solely responsible for insuring privacy protection of the health information input into the VeriDirect online software in accordance with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

k. OUSD is solely responsible for undertaking measures to: (1) ensure the security, confidentiality and integrity of the data content that they have control over. (2) ensure the security and confidentiality of the content which Veritam supplies to OUSD through the

online software, external reports and communication, and report any finding of incorrect data in a timely manner, and (3) ensure the confidentiality of its passwords.

1. OUSD will take other reasonable actions as Veritam may request to facilitate Veritam's provision of the Services under this Agreement.

B. Additional Duties

1. OUSD may from time to time request that Veritam perform additional Services related to OUSD's MAA & LEA program, which Veritam may agree to perform. All such Services are subject to OUSD's payment of additional fees as follows: 1) On-site clerical support at the rate of \$35 per hour, including travel time by advance arrangement of at least seven (7) business days. 2) Program professional management services are provided at the rate of \$85 per hour including travel time.

2. Such a request by OUSD and agreement by Veritam shall in no way supersede or extinguish the duties of either party under this Agreement.

C. Updates and Changes to MAA and LEA

1. Subject to Section C.2., Veritam shall maintain and update VeriMAA and VeriDirect to reflect any federal or state government-mandated changes to the programs for the duration of this Agreement or the life of the MAA and LEA reimbursement programs, whichever is shorter.

2. If the MAA or LEA programs should be cancelled by either the federal government or the State of California, then this Agreement will immediately terminate on the effective date of the program cancellation. OUSD may not submit any reimbursement claims after the date upon which the program(s) ceases operation.

D. Term and Termination

1. This Agreement will commence on the Effective Date and continue in full force Until June 30, 2015 or until earlier terminated pursuant to this Section D. Thereafter, this Agreement will automatically renew for successive one-year terms until terminated pursuant to this Section D herein.

2. This agreement may be terminated by either party with or without cause upon the provision of at least thirty (30) days prior written notice.

3. Upon the effective date of termination of this Agreement, Veritam will immediately stop providing Services to OUSD; provided, however, no later than sixty (60) days after the date upon which this Agreement terminates, Veritam shall provide OUSD with a digital copy of all of OUSD's confidential data that is stored on Veritam's servers. This data will be provided in a standard, non-proprietary format. OUSD may request additional assistance in transferring OUSD's data to OUSD or another service provider such services to be subject to Veritam's customary fees on a time and materials basis. All outstanding charges shall become immediately due and payable on the date upon which the Agreement terminates. Further, upon

expiration or termination of the contract Veritam shall submit, in a timely manner which is mutually agreeable to both parties, all OUSD MAA invoices arising during the term of the agreement.

E. Fees and Payment Terms

1. OUSD agrees to pay Veritam an annual service fee of eighty thousand dollars (\$80,000) per year for Medi-Cal Administrative Billing Program and eighty thousand dollars (\$80,000) per year for LEA.

a. OUSD will pay this service fee on a monthly basis:

i. The fee shall be divided into twelve monthly payments of \$6666.66 each per program which will be due on the first day of each calendar month, commencing on the Effective Date, Veritam shall submit a monthly invoice to OUSD showing the amount due for the current month and the total amount due for the remainder of the year.

ii. OUSD may choose to pay the entire remaining balance for the year at any time with no pre-payment penalties.

2. Unless otherwise agreed to in advance in writing by both parties, if Veritam performs additional Services described in Section B,1 OUSD shall pay Veritam the hourly fee described in section B,1 for each hour of labor Veritam expends in performing these additional duties, including reasonable travel time.

3. If the OUSD coordinator position is vacant more than 30 days, this contract can be amended, and a different hourly fee structure to provide additional support services will be negotiated.

4. Veritam shall submit an invoice to OUSD on a monthly basis for any such additional services as described in section, B,1, and payment for these services is due within thirty (30) days of the receipt of the invoice.

5. OUSD will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days.

6. All payments required by this Agreement exclude all sales, value-added, use or other taxes and obligations, all of which OUSD will pay in full, except for taxes based on Veritam's net income.

F. Protection of Confidential Information

1. Definition.

a. "Confidential Information" shall mean all information disclosed by either party to the other that, at the time of first disclosure:

- i. is clearly marked "confidential" or "proprietary;"
- ii. is otherwise disclosed under circumstances of confidence; or
- iii. is reasonably understood by the receiving party to be confidential.

b. Veritam's Confidential Information shall include without limitation all business, marketing, technical, financial, OUSD, supplier, or other information, data entry means, processed claiming data, instructions, training materials, help materials, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

2. Protection of Confidential Information.

a. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each party to protect its own confidential information of a similar nature.

b. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors provided that such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties.

c. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

3. Direct Control By OUSD.

a. The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, OUSD has taken reasonable and appropriate steps to ensure that Veritam's practices with respect to Confidential Information comply with FERPA requirements, and OUSD remains legally responsible for any FERPA violations that may occur in the course of Veritam's performance of services under this Agreement.

4. Exceptions to Confidential Information.

a. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is

independently developed by the receiving party; or (v) is required to be disclosed by law or court order.

b. This Section F shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

5. Continuing Obligations.

a. The obligations contained in this Section shall survive for a period of seven years after the expiration or termination of this Agreement.

G. Representations and Warranties.

1. Warranties by OUSD.

a. **OUSD Use.** OUSD hereby represents and warrants that: (i) any data, content, or materials submitted to used, stored or created by OUSD with the Services and OUSD's use of the Service, will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party; (ii) OUSD will provide accurate End User contact information to Veritam and update that information as necessary; (iii) OUSD and all End Users will protect any Personal Health Information ("PHI") as it is defined under HIPAA used for input into the Services; (v) OUSD will transfer OUSD's data from the Services upon termination or expiration of the Agreement; (viii) OUSD's use of the Services will comply with all applicable laws; and (viii) OUSD represents and warrants that it has all necessary authority to enter into this Agreement and to perform all of its obligations hereunder.

b. **Breach of Warranties.** In the event of any breach of any of OUSD's warranties herein, in addition to any other remedies available at law or in equity, Veritam will have the right to immediately, in Veritam's sole discretion, suspend any related Services if deemed reasonably necessary by Veritam to prevent any liability for Veritam.

2. DISCLAIMER OF WARRANTY BY VERITAM. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND OUSD'S USE OF THE SERVICES IS AT ITS OWN RISK. VERITAM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VERITAM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE. VERITAM SHALL HAVE NO LIABILITY TO OUSD OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY OUSD CONTENT.

H. Limitation of Liability.

1. VERITAM WILL NOT BE LIABLE TO OUSD FOR ANY LOST REVENUE, LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, EVEN IF VERITAM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

2. IN NO EVENT SHALL VERITAM'S TOTAL LIABILITY FOR DAMAGES TO OUSD ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET FEES PAID TO VERITAM HEREUNDER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ALLEGED TO GIVE RISE TO DAMAGES OCCURS.

3. OUSD acknowledges that Veritam has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose.

I. Indemnification.

1. **Indemnification by Veritam.** Veritam shall, at its own expense, defend or at its option settle any claim brought against OUSD to the extent it alleges that the Service breaches any third party copyright or trade secret; provided, however, that OUSD provides Veritam with: (a) prompt written notice of such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. In clarification of the foregoing, Veritam shall not be obligated to defend or be liable for costs or damages under this Section if the alleged infringement arises out of or is in any manner attributable to any modification of any aspect of the Service. The foregoing provisions of this Section state the entire liability of Veritam, and the sole remedy of OUSD, with respect to any actual or alleged claim of infringement or misappropriation of intellectual property rights, or any intellectual property non-infringement warranty.

2. **Indemnification by OUSD.** OUSD shall, at its own expense, defend or at its option settle any claim brought against Veritam to the extent it alleges that OUSD's use of the Service breaches any third party copyright or trade secret; provided, however, that Veritam provides OUSD with: (a) prompt written notice of such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. The foregoing provisions of this Section state the entire liability of OUSD, and the sole remedy of Veritam, with respect to any actual or alleged claim of infringement or misappropriation of intellectual property rights, or any intellectual property non-infringement warranty.

J. Veritam Proprietary Rights.

1. OUSD acknowledges and agrees that Veritam retains all right, title, and interest, including without limitation all intellectual property rights, in its software, Services and Veritam's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Veritam. Subject to Veritam's rights in its software, Services and Confidential Information, OUSD will retain all rights in any reports or data created by OUSD using the Services.

2. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Veritam's performance of its duties under this Agreement shall give OUSD any ownership interest in or license to any of Veritam's software, Services and Confidential Information including without limitation all intellectual or other property rights therein.

K. Miscellaneous.

1. Notice.

a. Any notice required or permitted to be give under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement.

b. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.

2. Relationship.

a. It is intended that the relationship of Veritam to OUSD shall at all times be that of independent contractors. Nothing contained in this Agreement is intended to create any partnership, joint venture, employment, agency, franchise or other relationship between the parties.

b. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

3. Governing Law, Forum and Venue.

a. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

b. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state and federal courts located in Sacramento, California, and the parties hereby submit to the personal jurisdiction and venue of these courts.

4. Severability.

a. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, without said provision and will be interpreted to reflect the original intent of the parties.

5. Other Remedies.

a. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction.

b. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

6. Force Majeure.

a. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

7. Entire Agreement; Amendment.

a. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations of the parties, whether oral or written, relating to its contents. This Agreement hereby incorporates the attached "Veritam Software License Agreement."

b. This Agreement precedes any prior written or oral agreement between the parties.

c. This agreement shall be amended only by an instrument signed by all the parties.

8. Assignment.

a. OUSD shall not assign or transfer this Agreement without the written consent of Veritam, which shall not be unreasonably withheld or delayed.

b. Any assignment or transfer in violation hereof shall be null and void.

9. **Binding Effect.**

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by OUSD.

10. **Counterparts.**

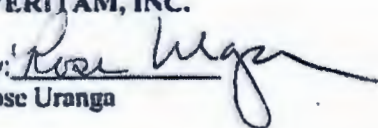
a. This Agreement shall be executed in any number of faced or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

In Witness Whereof, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

OAKLAND UNIFIED SCHOOL DISTRICT

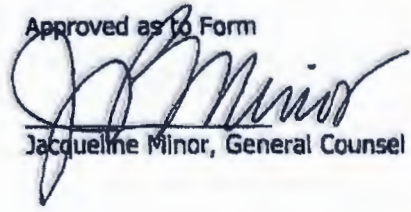
VERITAM, INC.

By: 
Rose Uranga

President, Board of Education
Oakland Unified School District

Secretary, Board of Education
Oakland Unified School District

Approved as to Form


Jacqueline Minor, General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2013

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.

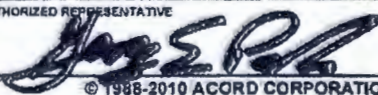
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Park Family Insurance & Financial Services Inc 801 Riverside Ave Suite 100 Roseville, CA 95678 License #: 0D43447	CONTACT NAME: George E Park Jr PHONE: (916)960-0186 FAX: (916)244-0167 E-MAIL: george@parkfamilyinsurance.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	Veritum, Inc 5714 Folsom Blvd #298 Sacramento, CA 95819-2756	INSURER A: Hartford Commercial Lines	29424
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 00000216-0		REVISION NUMBER: 1	
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.					
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	GENERAL LIABILITY	N N	57SBMVA2360	08/31/2012	08/31/2013
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				
	GEN'L AGGREGATE LIMIT APPLIES PER				LIMITS
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000
	AUTOMOBILE LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
	ANY AUTO				MED EXP (Any one person) \$ 10,000
	ALL OWNED AUTOS				PERSONAL & ADV INJURY \$ 1,000,000
	SCHEDULED AUTOS				GENERAL AGGREGATE \$
	HIRED AUTOS				PRODUCTS - COMPROP AGG \$ 2,000,000
	NON-OWNED AUTOS				\$
	UMBRELLA LIAB				COMBINED SINGLE LIMIT (Per accident) \$
	EXCESS LIAB				BODILY INJURY (Per person) \$
	OCCUR				BODILY INJURY (Per accident) \$
	CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For verification of insurance coverage only

CERTIFICATE HOLDER	CANCELLATION
Generic Certificate of Insurance	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
	 (GEP)