

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	15-0079
Introduction Date	2-11-15
Enactment Number	15-0224
Enactment Date	2/11/15 B.A.



# Memo

To Board of Education  
 From Antwan Wilson, Superintendent

Board Meeting Date  
 (To be completed by Procurement) 2/11/15

Subject Professional Services Contract - La Clinica de La Raza, Inc.  
 - 922/Community Schools Student Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922/Community Schools Student Services for the period of 11/03/2014 through 06/30/2015.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 In order to fully implement the OUSD Wellness Policy and improve the health of students, staff and families, site-based leadership is needed. La Clinica de La Raza, Inc. will extend the contract for Mizan Alkebulan-Akban at Roosevelt Middle School, Mariela Nevarez at Fremont High School, and Katie Riemer at Fremont High School. These consultants are currently overseeing the school-based health centers and as Site Wellness Champions will develop and implement school wellness activities as additional support to the school sites.

Discussion  
*One paragraph summary of the scope of work.*  
 Ratification by the Board of Education of a Professional Services Contract between the District and La Clinica de La Raza, Inc., Oakland, CA, for the latter to provide: implementation and support needs for site specific planning around Wellness Policy. Mizan Alkebulan-Akban will serve as the Wellness Champion at Roosevelt Middle School, and Mariela Nevarez and Katie Riemer at Fremont High School to implement the OUSD Wellness Policy; form site wellness councils; implement a health & wellness assessments; coordinate professional development trainings; and conduct a school wellness events for the period of 11/03/2014 through 06/30/2015 in an amount not to exceed \$4,329.60.

Recommendation Ratification of professional services contract between Oakland Unified School District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922/Community Schools Student Services for the period of 11/03/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Bechtel Student Health not to exceed \$ 4,329.60

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between La Clinica de La Raza, Inc.

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 11/03/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four thousand three hundred twenty-nine sixty cents Dollars (\$ 4,329.60) [per fiscal year], at an hourly billing rate not to exceed \$ 24.00 per hour. 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: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: None, which shall not exceed a total cost of \$ 0.00.

### 5. 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.

- 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: Michelle Oppen  
Site /Dept.: 922/Community Schools Student Services  
Address: 746 Grand Avenue, Room 14  
Oakland, CA 94610  
Phone: 510-273-1676  
Email: michelle.oppen@ousd.k12.ca.us

**CONTRACTOR:**

Name: Jane Garcia  
Title: CEO  
Address: P.O. Box 22210  
Oakland CA 94623  
Phone: 510-535-2909  
Email: jgarcia@laclinica.org

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.

8. **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.

9. **Insurance:**

1. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
  14. **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.
  15. **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.
  16. **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.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    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.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
  21. **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.
  22. **Confidentiality:** 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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. 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.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. 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.

- 28. 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.

- 29. 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.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Signature of Superintendent or Designee
[ ] President, Board of Education
[X] Superintendent or Designee
Secretary, Board of Education

CONTRACTOR

Signature of Contractor
Contractor Signature
Jane Garcia CEO
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

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By: O.A

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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.

In support of OUSD's vision to become a Full-Service Community District, three Champions are committed to promoting healthy eating, fitness, staff health and other health-related messages/activities to students, staff and families. The Champions are the site leads for implementing the District's School Wellness Policy and overall resource around school wellness programs and practices. Champions from participating schools throughout OUSD will also collectively form the Site Wellness Champion Workgroup, a sub-committee to inform and participate in the OUSD School Wellness Council. La Clinica de La Raza staff will provide services at Roosevelt Middle School and Fremont High School..

Professional Services Contract

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

1) School wellness policies, practices and programs at Roosevelt Middle School and Fremont High School will be assessed to identify gaps and barriers to learning, so that students can participate more fully in school 2) The Champions will provide resources so that an equitable distribution can take place and encourage more children to attend school. 3) The Site Wellness Champions will help to increase access to nutrition, physical education, medical, health education and youth development services.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: Not Applicable
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.

# MIZAN ALKEBULAN-ABAKAH

mizan@spearitwurx.com

## EDUCATION

**Masters of Public Health**, Walden University, 2012

**Bachelors of Arts in Social Science**, San Francisco State University - 2002

**Associates of Arts in Ethnic Studies/Early Childhood Education**, Sacramento City College - 1999

**Wellness Consultant Certificate**, Auburn School of Health and Wellness - 2003

## RELEVANT EMPLOYMENT

**Clinic Supervisor-Roosevelt & San Lorenzo Health Centers**, *La Clinica de la Raza, Oakland, CA* **2012-present**

- Oversee daily operations of two comprehensive medical, dental, health education, behavioral health and social service collaborative that services approx. 1400 students, with nearly 8000 annual visits.
- Directly supervise and support three (3) fulltime staff and coordinate fifteen (15) part-time and on-call staff, volunteers and collaborative partners.
- Create and monitor site budget of \$350,000 that contributes to agencies \$8 million budget, ensuring at 3% net increase annually and expanding revenue from third-party payer reimbursements, grants and contracts.
- Support program expansion, documentation and evaluation process to Alameda County Health Care Services, School Health Services Coalition, as well as other funders
- Collaborate with Roosevelt Middle School administration, teachers and staff to support youth wellness, expand student access to health services, and integrate Oakland Unified School Districts Wellness Policy into site-based action.

**Co-Founder and Director**, *Spearitwurx, Oakland, CA* **2004-2011**

- Design and implement gender-specific programming, sexual wellness curriculum, academic instruction, and outdoor retreats for K-12<sup>th</sup> grade youth;
- Oversee daily operations, strategic planning, fund development, contract negotiation and evaluation processes;
- Recruit, assess and monitor program participants, and establish parent, youth and volunteer database;
- Supervise, train and evaluate (4) four staff and occasional volunteer teams;
- Create multi-media promotional materials, design website, organize outreach, and social network campaigns; and

**Program Director, Teacher & Site Support**, *Leadership Excellence, Oakland, CA* **2001-2009**

- Oversee the design, implementation, documentation and evaluation of programs that service over 500 youth annually;
- Write program grants, scope of work agreements, funding reports and monitor agency budget of \$900,000;
- Facilitated Oakland Freedom Schools and Directed Camp Akili summer camp;
- Design and implement lesson plans and streamlined agency-wide curriculum, including field trips;
- Hire, train and evaluate (6) six fulltime program staff, (9) seasonal staff and (30) thirty summer volunteers;
- Assist youth with emotional, mental and physical needs including crisis intervention, case management & referrals; and
- Create multi-media outreach materials and website updates.

**Rise Up Wellness Coordinator**, *Youth Together's OLOP Youth Center at Skyline High School, Oakland, CA* **2007-2009**

- Provide crisis intervention support for 100 students per month at Skyline High School;
- Coordinate provision of mental, emotional and physical health services through OLOP Collaborative;
- Maintain confidential service plans for 70 case managed youth;
- Recruit, train, supervise & support on-site service providers, collaborative partners and student health educators;
- Liaison with school site staff, parents and community-based organizations for wrap-around student support;
- Coordinate and facilitate support groups, sexual health education workshops, health festivals and screenings;
- Oversee Health & Wellness Committee's development of strategic plan for School Based Health Center; and
- Conduct quantitative and qualitative evaluations of students, staff, school site and Youth Center effectiveness.

**Program Coordinator / Lead Educator**, *Ujima Adult & Family Services, San Jose, CA* **2002-2006**

- Coordinate 1-on-1 support services/case management for 200 high school students per year;



## Mizan Alkebulan-Abakah, continued

- Instruct weekly Life Skills class on sexual safety, health/wellness, culture, media, and world-geo political events;
- Develop and expand agency curriculum and multi-sensory teaching tools; and
- Coordinate agency reports, evaluations, outreach, fieldtrips and inter-school activities.

**Consultant / Program Coordinator, Jubilee West 's Circle of Truth, Oakland, CA** **2003-2004**

- Create, promote and implement Life Skills and support services at Lowell Middle School for 40 youth;
- Recruit, assess and monitor student grades, attendance, health and discipline needs; and
- Liaison between school administration, youth, parents, School Site Council and Jubilee West staff.

**Program Assistant, Sacramento Metro Arts Commission, Sacramento CA** **1995-1998**

- Develop structure, mission, and purpose of a Youth Advisory Board for Neighborhood Arts Program;
- Wrote program packets, reports, evaluations, and funding proposals and made recommendations to the SMAC Director, Program Consultants, Sacramento City Youth Council, and contracted artists;
- Research and develop graffiti abatement programs for Art in Public Places Program;
- Document and catalogue all public artwork within the City and County of Sacramento for publication in the Art in Public Places Catalogue; and
- Recruit student artist for Alamo Rent A Car Student Art Gallery and curated student art exhibitions;

**Student Assistant, California Department of Education, Sacramento, CA** **1996-1997**

- Coordinate logistics for training workshops for Math Matters Project, including evaluation of curriculum materials, travel requests and supply invoices for program teachers, trainers and staff; and
- Restructure program filing system, conducted data entry and other clerical duties, as needed.

### RELAVANT VOLUNTEER EXPERINECE

**Umoja Weekend Youth Retreats, Bay Area, CA** **2003-2007**

Facilitate activities for youth ages 3-18 on indoor and outdoor overnight wilderness retreats including logistics, curriculum and resource development, self-esteem building, health/First Aid, conflict resolution, evaluation and historical documentation.

**Camp Alkebulan, Oakland, CA and Ghana, West Africa** **Summer 2004**

Assessed, trained, facilitated and supervised 14 member youth and counselor team on an educational and cultural social action tour of Ghana, West Africa.

**Young Pioneers Institute/Pan African Film and Seminar Series, Northern California** **1995-2001**

Prepare activities and lesson plans for youth and adult participants for weekly Seminar Series and bi-monthly Institute.

**Society for the Preservation of African American Culture, Sacramento, CA** **2000-2001**

Coordinated workshops, socials, conferences, fundraisers and events for writer/poet collective.

### AWARDS

- *Certificate of Achievement in Academic Excellence*-National Association of 100 Black Women-Bay Area Chapter - 2011
- *Certificate of Outstanding Leadership*, OUSD High School Leadership, 2007-2008
- *"Forever Forward" Honor of Outstanding Service*, presented by Roots of Unique Awareness School of Performing Arts, June 2005 & June 2006
- *Certificate of Honor*, presented by Oakland Freedom School, August 2001 and August 2002
- *Dean's List for Academic Achievement*, San Francisco State University Spring 2001 and Spring 2002
- *Outstanding Women Students Award*, presented by Sacramento City College Cultural Awareness Center and the Women's Heritage Committee, May 1999
- *Achievement, Excellence, Honor and Service Award for Promoting Cultural Awareness*, presented by the Dean of Student Development, Sacramento City College, February 1996
- *Presidents Honors*, Sacramento City College, Fall 1995

\*Excellent professional references available upon request\*

*emailed 5/7/2013*

# MARIELA NEVAREZ

[mariela.nevarez@gmail.com](mailto:mariela.nevarez@gmail.com)

(805) 889-5889

Current Address  
42 A Farragut Ave  
San Francisco, CA 94112

Permanent Address  
2620 Geronimo Drive  
Oxnard, CA 93033

## EDUCATION

University of California, Berkeley  
BA in Integrative Biology  
Global Poverty and Practice Minor

GPA: 3.273

## WORK EXPERIENCE

06/13-08/13

### **Minority Health and Health Disparities International Research Training(MHIRT)**

- Conducted a program evaluation of one of Perú's Complementary Health Centers EsSALUD and their prescription and use of medical plants *traditional medicine*
- Performed phyto-chemistry with plant extracts to find new compounds when plants extracts are combined
- Prepared micro-phytochemistry bioassay plates to measure the resistance and activity of plant extracts against different antibiotics

08/12-05/13

### **Graduate School of Journalism, Researcher/Translator** Berkeley, CA

- Transcribed interviews that will be included in a documentary featured on PBS Frontline named *Rape in the Fields*
- Translated interviews of field workers regarding the topic of sexual harassment and abuse
- Outreached to community organizations and individuals interested in collaborating on the project

01/11-05/13

### **Health Research for Action, Student Researcher** Berkeley, CA

- Translated and back-translated occupational lead focus group documents such as flyers, scripts, and letters in Spanish
- Recruited community partners and facilities and in charge of the logistical organization of the focus groups in Southern and Northern California
- Acted as the note taker during English and Spanish focus groups on occupational lead
- Gained interviewing skills as I helped formulate a criteria for the selection of new students joining the team
- Acquired navigational and proficiency skills in Excel, Photoshop and coding software Atlas TI

## EXTRACURRICULAR/VOLUNTEER ACTIVITIES

01/11-present

### **Camp Week of Wilderness (WOW) Coordinator** Pinecrest, CA

- Co-coordinated workshops and activities that encouraged community involvement for a graduating class of 8<sup>th</sup> graders
- Promoted a healthy lifestyle as a direct contributor to one's wellness
- Fundraised \$2,500 from grants and local businesses
- Served as a mentor and role model to at-risk youth

- 08/12-05/13 **Blum Center for Developing Economics:Peer Advisor** Berkeley, CA
- Led workshops and met with students to discuss questions regarding the Global Poverty and Practice Minor
  - Assisted with events addressing poverty alleviation and pressing issues in the 21<sup>st</sup> century (sponsored by the Blum Center for Developing Economies)
  - Explored theoretical frameworks, methods and skills, and creative opportunities necessary to participate in forms of practice that engage global poverty
  - Acquired proficient skills in navigating through Sales Force
- 10/10-10/11 **Healthy Ambassadors Program (MIM)\*** Oakland, CA
- Received training on health topics that disproportionately affect the underserved east bay community
  - Created innovative ways to present health-related information to the community
  - Assist in alleviating health disparities by working with MIM towards theirs and my own goals
- 06/10-07/10 **Summer Medical Dental Education Program (SMDEP)** Seattle, WA
- Gained exposure to patient care and sensitivity through shadowing a Breast Imaging Radiologist
  - Benefitted from educational enrichment during workshops, class, and in the operating and emergency room
  - Gained insight on how to ameliorate health disparities within the health care system
  - Learned about local and global issues and how to become a leader in tackling these issues
- 02/10-05/13 **Chicanos in Health Education** Berkeley, CA
- Saw the importance of increasing diversity in the medical field
  - Promoted public service and volunteering in the community by aiding in organizing the Raza Health Fair in Oakland
  - Discovered innovative ways to effectively deliver health care to the diverse growing population
- 08/09-05/10 **Raza Recruitment and Retention Center, Intern** Berkeley, CA
- Witnessed the importance of recruiting and retaining Latinos in higher education during Spring Break Outreach in Southern California
  - Gained leadership skills as well as confidence while outreaching
  - Experienced extensive training to demystify higher education to youth

**SKILLS** Fluent in Spanish; Proficient in Microsoft Office; Proficient in Excel; Content Analysis; Certification of training in human subject protections (CITI training); Proficient in Atlas TI; personal motor vehicle; proficient in Sales Force

**AWARDS** Recipient of 2012 Summer Abroad Scholarship; Blum Center for Developing Economies Fellowship

\*Mentoring In Medicine, Inc. (MIM) mission is to reduce disparities in the healthcare workforce and health outcomes in ethnic, socioeconomically disadvantaged populations through education, mentorship, and leadership development.

Kathryn Riemer, Health Educator, has been a vital part of La Clínica's clinical health education staff at Fremont Tiger Clinic since 2001. Ms. Riemer has extensive experience providing clinical health education in adolescent health issues such as sexual and reproductive health, teen pregnancy prevention and nutrition. Ms. Reimer has coordinated and supported Fremont Tiger Clinic's Peer Health Education Program and Youth Wellness Advisory Board and works closely with Mariela Nevarez to implement YWAB activities. She has worked with youth to successfully advocate for Fremont's Grab N Go and Second Chance breakfast programs, and works with teachers and administrators to integrate a health focus into curriculum planning and school redesign. Ms. Riemer has established strong relationships with Fremont's staff through her work, and has come to be recognized as a health education expert on campus.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : La Clinica\* de La Raza\***  
**Record Status: Active**

<b>ENTITY</b>	LA CLINICA DE LA RAZA, INC.	Status:Active
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DUNS: 070159157	+4:	CAGE Code: 49WG9	DoDAAC:
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Expiration Date: Mar 25, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 1515 FRUITVALE AVE	State/Province: CALIFORNIA
City: OAKLAND	Country: UNITED STATES
ZIP Code: 94601-2322	

**Budget for OUSD-La Clinica Contract for Wellness Champions at  
Fremont High School and Roosevelt Middle School**

<b>Activity/Deliverable</b>	<b>Amount</b>
Wellness Champion Stipend for Mariela Navarez, Fremont High School	\$1150
Professional Development for Mariela Navarez, Fremont High School	\$456
Wellness Champion Stipend for Katie Riemer, Fremont High School	\$600
Professional Development for Katie Reimer, Fremont High School	\$312
Wellness Champion Stipend for Mizan Alkebulan-Abakah, Roosevelt Middle School	\$1150
Professional Development for Mizan Alkebulan-Abakah, Roosevelt Middle School	\$268
<b>Sub-Total</b>	<b>\$3936</b>
<b>Admin Costs (10%)</b>	<b>\$393.60</b>
<b>TOTAL</b>	<b>\$4,329.60</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2014

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 Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 John Suhr - House	CONTACT NAME: John B. Suhr, MS, CPCU, CRM, C
	PHONE (A/C, No. Ext): 408-510-5440 FAX (A/C, No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nonprofits Ins. Alliance of CA	NAIC # 011845
INSURER B: Employers Compensation Ins. Co	29920
INSURER C: Travelers Property Casualty	25674
INSURER D:	
INSURER E:	
INSURER F:	

INSURED La Clinica de La Raza, Inc.  
P. O. Box 22210  
Oakland, CA 94623-2210


### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	201427061NPO	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> \$3M EBL AGG					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
						Emp Ben. \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		201427061NPO	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		201427061UMB	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	EIG129457103	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EE Dishonesty		105765427	03/31/2014	03/31/2015	Limit 1,000,000
A	D & O		201427061DO	03/31/2014	03/31/2015	Per Occ 1,000,000

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

Certificate holder is named as additional insured as per attached endorsement form CG2026.  
RE: All California Operations of the Named Insured.

<b>CERTIFICATE HOLDER</b>  OAKLA10  Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**Oakland Unified School District**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



<b>1. ISSUE DATE:</b> 6/26/2014
<b>2a. FTCA DEEMING NOTICE NO.:</b> 1-F00000098-14-01
<b>2b. Supersedes:</b> [ ]
<b>3. COVERAGE PERIOD:</b> <b>FROM:</b> 1/1/2015 <b>THROUGH:</b> 12/31/2015
<b>4. NOTICE TYPE:</b> Renewal
<b>5a. ENTITY NAME AND ADDRESS:</b> La Clinica De La Raza Inc. POST OFFICE BOX 22210 OAKLAND, CA 94623-2210
<b>6. ENTITY TYPE:</b> Grantee
<b>7. EXECUTIVE DIRECTOR:</b> Jane Garcia
<b>8a. GRANTEE ORGANIZATION:</b> La Clinica De La Raza Inc.
<b>8b. GRANT NUMBER:</b> H80CS00631

DEPARTMENT OF HEALTH AND  
HUMAN SERVICES  
HEALTH RESOURCES AND SERVICES  
ADMINISTRATION



**NOTICE OF DEEMING ACTION**

**FEDERAL TORT CLAIMS ACT AUTHORIZATION:**  
Federally Supported Health Centers Assistance Act  
(FSHCAA), as amended,  
Sections 224(g)-(n) of the Public Health Service (PHS)  
Act, 42 U.S.C. § 233(g)-(n)

**9. THIS ACTION IS BASED ON THE INFORMATION SUBMITTED TO, AND AS APPROVED BY HRSA, AS REQUIRED UNDER 42 U.S.C. § 233(h) FOR THE ABOVE TITLED ENTITY AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**

- a. The authorizing program legislation cited above.
- b. The program regulation cited above, and,
- c. HRSA's FTCA-related policies and procedures.

In the event there are conflicting or otherwise inconsistent policies applicable to the program, the above order of precedence shall prevail.

**10. Remarks:**

The check box [x] in the supersedes field indicates that this notice supersedes any and all active NDAs and rescinds any and all future NDAs issued prior to this notice.

*Electronically signed by Jim Macrae, Associate Administrator for Primary Health Care on: 6/26/2014 9:59:08 AM*

**FTCA DEEMING NOTICE NO.:**  
1-F0000098-14-01

**GRANT NUMBER:**  
H80CS00631



**La Clinica De La Raza Inc.  
POST OFFICE BOX 22210  
OAKLAND, CA94623-2210**

Dear Jane Garcia:

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems La Clinica De La Raza Inc. to be an employee of the PHS, for the purposes of section 224, effective 1/1/2015 through 12/31/2015.

Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA, for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment. This protection is exclusive of any other civil action or proceeding. Coverage extends to deemed entities and their (1) officers; (2) governing board members; (3) full- and part-time employees; and (4) contractors who are licensed or certified individual health care practitioners providing full-time services (i.e., on average at least 32½ hours per week for the entity for the period of the contract), or, if providing an average of less than 32½ hours per week of such service, are licensed or certified providers in the fields of family practice, general internal medicine, general pediatrics, or obstetrics/gynecology. Volunteers are neither employees nor contractors and therefore are not eligible for FTCA coverage under FSHCAA.

This Notice of Deeming Action (NDA) is also confirmation of medical malpractice coverage for both La Clinica De La Raza Inc. and its covered individuals as described above. This NDA, along with documentation confirming employment or contractor status with the deemed entity, may be used to show liability coverage for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment.

In addition, FTCA coverage is comparable to an "occurrence" policy without a monetary cap. Therefore, any coverage limits that may be mandated by other organizations are met.

This action is based on the information provided in your FTCA deeming application, as required under 42 U.S.C. § 233(h), with regard to your entity's: (1) implementation of appropriate policies and procedures to reduce the risk of malpractice and litigation; (2) review and verification of professional credentials and privileges, references, claims history, fitness, professional review organization findings, and licensure status of health professionals; (3) cooperation with the Department of Justice (DOJ) in the defense of claims and actions to prevent claims in the future; and (4) cooperation with DOJ in providing information related to previous malpractice claims history.

Deemed health centers must continue to receive funding under Section 330 of the PHS Act, 42 U.S.C. § 254b, in order to maintain coverage as a deemed PHS employee. If the deemed entity loses its Section 330 funding, such coverage will end immediately upon termination of the grant. In addition to the relevant statutory and regulatory requirements, every deemed health center is expected to follow HRSA's FTCA-related policies and procedures, which may be found online at <http://www.bphc.hrsa.gov>.

For further information, please contact your HRSA Project Officer as listed on your Notice of Grant Award or the Bureau of Primary Health Care (BPHC) Help Line at 1-877-974-2742 or [bphchelp@hrsa.gov](mailto:bphchelp@hrsa.gov).

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

## 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/>)
- 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) [sandra.watkins@ousd.k12.ca.us](mailto:sandra.watkins@ousd.k12.ca.us)

## Contractor Information

Contractor Name	La Clinica de La Raza, Inc.	Agency's Contact	Jane Garcia
OUSD Vendor ID #	V019422	Title	CEO
Street Address	P.O. Box 22210	City	Oakland
Telephone	510-535-2909	State	CA
		Zip	94623
		Email (required)	jgarcia@laclinica.org
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	11/03/2014	Date work will end	06/30/2015	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 24.00	Number of Hours (required)	180.4		

## 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
9017	Bechtel Student H	9221219101	5825	\$ 4,329.60
			5825	
			5825	
<b>Requisition No. (required)</b>	R0152337	<b>Total Contract Amount</b>		\$ 4,329.60

## 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/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Michelle Oppen	Phone	510-273-1676
	Site / Department	922/Community Schools Student Services	Fax	510-273-1511	
	Signature	<i>Michelle Oppen</i>	Date Approved	12/10/14	
2.	<b>Resource Manager, if using funds managed by:</b>	<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 compliance use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>	Date Approved	12/10/14	
	Signature (if using multiple restricted resources)		Date Approved		
3.	<b>Regional Executive Officer</b>	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>	Date Approved		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature	<i>[Signature]</i>	Date Approved	1/16/15	
5.	<b>Superintendent, Board of Education</b>	Signature on the legal contract			
	<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason	Date	
	<b>Procurement</b>	Date Received	PO Number		P1505023