Board Office Use: Le	gislative File Info.
File ID Number	15-0977
Introduction Date	6-10-15
<b>Enactment Number</b>	15-0893
Enactment Date	6-10-1511



# Memo

To

Board of Education

From

Antwan Wilson, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

Subject

6-10-15

Professional Services Contract - Wright Institute

- #335-Life Academy

(site/department)

**Action Requested** 

Ratification of professional services contract between Oakland Unified School

District and Wright Institute

\_\_. Services to

be primarily provided to #335-Life Academy

for the period of Nov. 1, 2014 through June 30, 2015

Background

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

The consultant is needed to provide mental health services to our students. Many of the issues taht prevent our students from performing academically stem from deep trauma or adjustments that students are attempting to make both in and out of school. These issues can often create academic barriers for students if the social and emotional needs are not met. There are very limited mental health supports for socio-economically disadvantaged students and their families with the community, yet these issues have a tremendous impact on the student's ability to succeed in school.

Discussion
One paragraph
summary of the
scope of work.

During the 2014-15 academic year, The Wright Institute will place 6 graduate student clinicians and a site supervisor at Life Academy for a maximum capacity of 36 hours per week of clinical services to the Life Academy community and provide intensive intervention to those students. Activities will include individual counseling of students, group work with students, teacher and staff consultation, and other psychological services as are agreed upon between Life Academy and the Wright Institute. The work will be overseen by a Program Director, who is a licensed psychologist and a postdoctoral fellow (site supervisor). In addition, a licensed clinician individually supervises each student during the period of the contracted time. The explicit goal of the services is to provide counseling services to improve student overall academic performance, increase graduation rates and improve student attendance. The Wright Institute staff will serve at least 35 students per week.

Recommendation

Ratification of professional services contract between Oakland Unified School

District and Wright Institute

\_\_. Services to

be primarily provided to #335-Life Academy

for the period of Nov. 1, 2014 through June 30, 2015

Fiscal Impact

Funding resource name (please spell out) GP

not to exceed 18,000.00

**Attachments** 

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

Board Office Use: Legi	slative File Info.
File ID Number	15-097
Introduction Date	6-10-15
Enactment Number	15-0893
Enactment Date	6-10-150



## PROFESSIONAL SERVICES CONTRACT 2014-2015

he	s Agreement is entered into between Wright Institute  ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and appetent to provide such services. The parties agree as follows:
١.	Services: 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 Nov. 1, 2014, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$86,000, whichever is later. The work shall be completed no later than June 30, 2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eightteen thousand
	Dollars (18,000.00) [per fiscal year], at an hourly billing rate not to exceed \$75.00 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: none
	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.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except:
	which shall not exceed a total cost of
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.

Rev. 9/4/2014 v1

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:

Requisition No. R0153380	P.O. No.

OUSD Representative:	CONTRACTOR:						
Name: Preston Thomas	Name: Crystal A. Johnson, Ph. D						
Site /Dept.:_#335-Life Academy	Title: _ Director of Clinical Services						
Address: 2101 35th Ave.	Address: 2728 Durant Avenue						
Oakland, CA 94601	Berkeley CA 94704						
Phone:510.579.2022	Phone: 510.841.9230						
Email: preston.thomas@ousd.k12.ca.us	Email: cajohnson@wi.edu						

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:
  - 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.
- O 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:
  - 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

Rev. 9/4/14 Page 3 of 6

- 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

President, Board of Education

Superintendent

Chief or Deputy Chief-

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Crystal A. Johnson, Ph. D

Cytal Splian

Director of Clinical Services

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0977

Introduction Date: 6-10-15
Enactment Number: 15-089

Enactment Date: 6-10-154

By:

## **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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

 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.

During the 2014-15 academic year, The Wright Institute will place 6 graduate student clinicians and a site supervisor at Life Academy for a maximum capacity of 36 hours per week of clinical services to the Life Academy community and provide intensive intervention to those students. Activities will include individual counseling of students, group work with students, teacher and staff consultation, and other psychological services as are agreed upon between Life Academy and the Wright Institute. The work will be overseen by a Program Director, who is a licensed psychologist and a postdoctoral fellow (site supervisor). In addition, a licensed clinician individually supervises each student during the period of the contracted time. The explicit goal of the services is to provide counseling services to improve student overall academic performance, increase graduation rates and improve student attendance. The Wright Institute staff will serve at least 35 students per week.

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.

As a result of these services we will see a direct relationships between student academic success indicators. Students will have higher attendance rates and overall Life Academy will reduce the number of students that are chronically absent. In addition, students will have improved GPAs, increase passage rates on certifications, more completed credits, and meet the graduation and A-G course requirements. Finally, provided counseling services will decrease the overall level of conflict on campus which will result in decreased suspension rates.

3.	_		ent with District Strategic Plan: Indicate the goals and I that apply.)	vis	sions supported by the services of this contract:
		ะทรเ	ure a high quality instructional core		Prepare students for success in college and careers
		)eve	elop social, emotional and physical health		Safe, healthy and supportive schools
		rea	te equitable opportunities for learning		Accountable for quality
		ligh	quality and effective instruction		Full service community district
		Act	ion Item included in Board Approved CSSSP (no addition	al d	locumentation required) – Item Number:
			ion Item added as modification to Board Approved C nager either electronically via email of scanned documents, for		
		1.	Relevant page of CSSSP with action item highlighted. Page date, school site name, both principal and school site council.		
	:	2.	Meeting announcement for meeting in which the CSSSP me	dif	ication was approved.
	;	3.	Minutes for meeting in which the CSSSP modification was a	pp	roved indicating approval of the modification.
		4.	Sign-in sheet for meeting in which the CSSSP modification	vas	s approved.

USER NAME	PASSWORD	
		LOG IN
Forgot Username?	Forgot Password?	

Create an Account

# **Entity** Dashboard

WRIGHT INSTITUTE, THE

DUNS: 040019432 CAGE Code: 4MLE4

Status: Active

2728 DURANT AVE BERKELEY, CA, 94704-1725,

UNITED STATES

Expiration Date: 04/19/2016

Purpose of Registration: Federal Assistance Awards Only

## **Entity Overview**

## Entity Record

- Core Data
  - Assertions
- Reps & Certs
- **POCs**
- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- **Inactive Exclusions**
- **Excluded Family Members**

RETURN TO SEARCH

#### **Entity Information**

Name: WRIGHT INSTITUTE, THE Business Type: Business or Organization
POC Name: Tricia ORefly
Registration Status: Active
Activation Date: 04/20/2015 Expiration Date: 04/19/2016

#### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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www9





Peter Dybwad, JD -PRESIDENT-

Gilbert Newman, PhD

## WRIGHT INSTITUTE STATEMENT OF QUALIFICATIONS

## August 2014

Nevitt Sanford, PhD -FOUNDER-

Established in 1968, the Wright Institute is a fully-accredited graduate school of psychology offering masters and doctoral level degrees in clinical and counseling psychology. The Wright Institute was founded with the mission of educating Clinicians to Society--clinicians prepared to serve the public with a rich understanding of the impact of socio-cultural context on the communities they serve. The Wright has a 40-year history of serving low-income community members through its network of clinical service sites which includes:

- The School-Based Collaboration, which works to promote academic and life success for children growing up in communities challenged by poverty, racism, violence, discrimination and lack of access to services through partnerships with public school communities and other community organizations.
- The Wright Institute Clinic, the Cognitive Behavioral Clinic and the OPTIONS clinic, that provide outpatient services to low income adults;
- The Integrated Health Care Psychology Training Program, an innovative project that integrates primary care with behavioral health interventions for under- or un-insured clients in Contra Costa County.
- The Solano County Jail Counseling Program that provides services to jail inmates, with the goal of promoting inmate and societal welfare by supporting positive inmate life choices and increasing inmates' chances of building a meaningful and sustainable life upon release;

The Wright Institute provides significant financial and in-kind support to its clinical service programs. Our services could not be provided without the commitment of many hours of volunteer supervision and graduate student clinicians who donate their time. In our fundraising efforts, we invite foundations and other members of the local communities to partner with us to support our work with underserved communities, and leverage Wright Institute resources to broaden our reach.



## **CERTIFICATE OF LIABILITY INSURANCE**

WRIGINS-01

**MERCADOS** DATE (MM/DD/YYYY) 7/1/2014

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

PRO	DUCE	R License # 0E67768				CONTACT Selena Mercado							
IOA	Insu	rance Services-SF				PHONE (925) 660-1395 FAX (AC, No. Ext): (925) 660-1395 (AC, No. Ext): (926) 416-7869							
3871 Plea	sant	pyard Road, Suite 240 ion, CA 94588				AUG. No. Extr. (025) 665 1666 AUG. No. Extr. (025) 665 1666							
						INSURER A : Travele		NAIC #					
INSU	RED			_				asualty Company of Am	erica	25674			
						INSURER C:							
		The Wright Institute 2728 Durant Ave.											
		Berkeley, CA 94704				INSURER D:							
						INSURER E :			-	-			
-	/ED	AGES CER	TIEL	ATE	NUMBER:	INSURER F:		REVISION NUMBER: 1					
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								PERSONAL & ADV INJURY	8	1,000,000			
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_	OFF	ICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE		1,000,000			
	If yes	ndatory in NH) s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	•	1,000,000			
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		Oakland Unified School Dis	trict	(OUS	SD)	AUTHORIZED REPRESI	ENTATIVE						

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

## COLLEGES AND SCHOOLS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Property Damage Exception To Expected Or Intended Injury Exclusion
- B. Non-Owned Watercraft 50 Feet Long Or Less
- C. Owned Watercraft
- D. Aircraft Chartered With Pilot
- E. Damage To Premises Rented To You
- F. Increased Supplementary Payments
- G. Who Is An Insured Public Entities Or Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your Boards
- H. Who Is An Insured Your Students While Acting As Student Teachers
- Who Is An Insured -- Employees And Volunteer Workers -- Bodily Injury To Co-Employees And Co-Volunteer Workers
- J. Who is An insured Newly Acquired Or Formed Organizations

#### **PROVISIONS**

A. REASONABLE FORCE PROPERTY DAMAGE — EXCEPTION TO EXPECTED OR INTENDED IN-JURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I – COVERAGES — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

- K. Who Is An Insured Unnamed Subsidiaries
- Blanket Additional Insured Owners, Managers Or Lessors Of Premises
- M. Blanket Additional Insured Lessors Of Leased Equipment
- N. Blanket Additional Insured Persons Or Organizations As Required By Written Contract Or Agreement
- Who Is An Insured Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies
- P. Incidental Medical Malpractice
- Q. Limited Worldwide Liability Coverage Indemnity Basis
- R. Contractual Liability Railroads
- S. Knowledge And Notice Of Occurrence Or Offense
- T. Unintentional Omission
- U. Blanket Waiver Of Subrogation

## B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

- The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
  - (2) A watercraft you do not own that is:
    - (a) Fifty feet long or less; and
    - (b) Not being used to carry any person or property for a charge.
- 2. The following is added to Paragraph 2. of SECTION II WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is re-

- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
- The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
  - (b) That is insurance for "premises damage";
- Paragraph 4.b.(1)(c) of SECTION IV COMMERCIAL GENERAL LIABILITY CON-DITIONS is deleted.

#### F. INCREASED SUPPLEMENTARY PAYMENTS

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
  - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGES:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- G. WHO IS AN INSURED PUBLIC ENTITIES, COLLEGES OR SCHOOLS, ELECTED OR AP-POINTED OFFICIALS, TRUSTEES, COMMIS-SIONERS AND MEMBERS OF YOUR BOARDS
  - The following is added to Paragraph 1. of SECTION II – WHO IS AN INSURED:

If you are designated in the Declarations as a public entity or a college or school, you are an insured. Your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers", directors, trustees or commissioners. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".

Any of your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners, or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

 The following replaces the first sentence of Paragraph 1.d. of SECTION II – WHO IS AN INSURED:

An organization other than a public entity, college or school, partnership, joint venture or limited liability company, you are an insured.

The following is added to the DEFINITIONS Section:

"Your boards":

- Means any board, commission, or other governmental unit or department that:
  - (1) Is under your jurisdiction; and
  - (2) Is funded and operated as part of your total operating budget.
- Does not include any "joint powers authority".

"Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED - YOUR STUDENTS WHILE ACTING AS STUDENT TEACHERS

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person while acting as a student teacher as part of his or her educational requirements with you.

- I. WHO IS AN INSURED EMPLOYEES AND VOLUNTEER WORKERS BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS
  - The following replaces the first sentence of Paragraph 2.a. of SECTION II – WHO IS AN INSURED:
    - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, college or school, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

The following is added to Paragraph 2.a. of SECTION II – WHO IS AN INSURED:

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

 The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

# J. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
  - Coverage under this provision is afforded only:
    - (1) Until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
  - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

### K. WHO IS AN INSURED - UNNAMED SUBSIDI-ARIES

The following is added to SECTION II - WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

### L. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

## M. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

### N. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement;
- Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and
- Arises out of your operations or the ownership, maintenance or use of premises you own or rent.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

O. WHO IS AN INSURED - LIABILITY FOR CON-DUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPA-NIES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II — Who Is An Insured.

## P. INCIDENTAL MEDICAL MALPRACTICE

 The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or falling to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist, occupational therapy assistant, physical therapist or speech pathologist; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following is added to Paragraph 5. of SECTION III LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or falling to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

 The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COV-ERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or

trustees or commissioners (if you are a public entity or a college or school), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, college or school, partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A lawfully elected or appointed official, "executive officer" or director of any public entity;
    - (ii) A partner or member of any partnership or joint venture;
    - (iii) A manager of any limited liability company;
    - (iv) A trustee of any trust; or
    - (v) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the

"occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### T. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### U. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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## PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



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