

Board Office Use: Legislative File Info.	
File ID Number:	13-2557
Introduction Date:	11/06/2013
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 11/20/2013

Subject: Professional Service Contract

Contractor: La Clinica de La Raza, Inc of Oakland, CA

Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: 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: software and computer equipment to implement the Electronic Health Records (EHR) system for five of its School-Based Health Centers: Roosevelt Middle School, Oakland Technical High School, the Fremont Campus, the Hawthorne Campus/Urban Promise Academy, and the Havenscourt Campus for the period of 10/01/2013 through 12/30/2013 in an amount not to exceed \$29,598.00.

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

On November 29, 2011 the Health Resources and Services Administration's Bureau of Primary Health Care awarded Grant No. C12CS23452 in the amount of \$423,098 to Oakland Unified School District. The grant provides 1) \$204,000 for the acquisition and build-out of a 'portable' building to expand the square footage and capacity of the School-Based Health Center (SBHC) at Oakland Technical High School, and 2) a subcontract for \$219,098 to La Clinica for the purchase of equipment to implement Electronic Health Records (EHR) at its five Oakland SBHC sites.

Discussion:
(QUANTIFY what is being purchased.)

software and computer equipment to implement the Electronic Health Records (EHR) system for five of its School-Based Health Centers: Roosevelt Middle School, Oakland Technical High School, the Fremont Campus, the Hawthorne Campus/Urban Promise Academy, and the Havenscourt Campus

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Fiscal Impact: Funding resources below not to exceed \$29,598.00

\$29,598.30 Health Res. Serv. Admn

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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 10/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Nine Thousand Five Hundred & Ninety-Eight Dollars (\$29,598.00) [per fiscal year], at an hourly billing rate not to exceed \$100.00 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:* Electronic Health Records (EHR), which shall not exceed a total cost of \$29,598.00.
- 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:

OUSD Representative:

Name: JOANNA LOCKE
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-273-1594

CONTRACTOR:

Name: Jane Garcia
Title: CEO
Address: 1450 Fruitvale Ave
Oakland, CA 94601-2313
Phone: 510-535-4000

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.) 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 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:** CONTRACTOR will adhere to the following staff requirements and 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 OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 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.epls.gov/eplis/search.do)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 10/21/2013
[] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Jane Garcia 10/21/2013
Contractor eSignature Date

Jane Garcia, CEO
Print Name, Title

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.

Through this subcontract, La Clinica will 1) identify and purchase electronic medical records, electronic dental record, dental imaging, and behavioral health records software, 2) Identify and purchase computer equipment that meets minimum hardware and software requirements per EHR software, and 3) Implement Electronic Health Records at five Oakland SBHC sites.

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.

With the purchase of equipment to implement Electronic Health Records (EHR), La Clinica de La Raza aims to improve the overall quality of care provided at its Oakland SBHC sites. Specifically EHR will improve data quality and accuracy of patient information, reduce health disparities, engage patients and families in their health care, improve care coordination, and ensure adequate privacy and security of personal information.

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(s): Not Applicable
No Restricted Funds

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.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: JOANNA LOCKE

Contractor Name: Jane Garcia

Business Name: La Clinica de La Raza, Inc

Contract Type: Standard

Anticipated Start Date: 10/01/2013

Contract End Date: 12/30/2013

Rate Type: HOURLY

Contract Amount: \$29,598.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

La Clínica de La Raza

OAKLAND, CALIFORNIA

La Clínica de La Raza (La Clínica) is a Federally Qualified Health Center with 800 personnel and 26 sites across three counties. The mission of La Clínica is to “improve the quality of life for the diverse communities it serves by providing culturally appropriate, affordable, high quality and accessible health care.” La Clínica efforts to leverage the SDH are inspired for the most part by their clinical experience as well as by listening to the communities served. Most SDH efforts at La Clínica have a foundation in education and advocacy and are primarily developed and managed within the Community Health Education Department, also referred to as Casa CHE. SDH programs include training community members as *promotores*; providing opportunities for youth to learn leadership and community action skills; providing pregnant and parenting teens and their children with safe opportunities, support, and relationships with caring adults; helping Latino men explore better adaptive ways to be a man, a husband and a parent; organizing a diabetes walking group, and a supervised group for planning nutritious affordable meals and shopping strategies; having health educators perform “puppet plays” in local school classrooms to prompt discussions on violence and what the child or teen could do when a violent situation arises; coordinating a network of culturally and linguistically sensitive domestic violence services and education for immigrants; and offering WIC services and classes on managing stress.

A group of University students in Oakland, California, concerned about the limited number of affordable health care options available to low income residents in the East Bay, opened a storefront free clinic initially staffed by volunteers in 1971. Before the clinic was established, the only medical option for many residents was to go to the local emergency room. The clinic has since grown into La Clínica de La Raza, a Federally Qualified Health Center (FQHC) and one of the largest community health centers in the state with 800 personnel and 26 sites across three counties. In 2010, with a budget of \$68.5 million, La Clínica served about 68,100 urban community residents through 328,200 patient visits. This community health center predominantly serves Latinos, but also provides services to many African-Americans, Caucasians, and Asian or Pacific Islanders. Forty-four percent of patients are uninsured, 43 percent are enrolled in Medi-Cal, and 96 percent live at or below 200 percent of the Federal Poverty Level.

La Clínica's efforts to leverage the social determinants of health (SDH) are aligned with the organization's five-year strategic plan. The strategic plan outlines specific SDH program areas that are to be pursued, and the CEO and board, with input from department heads, staff, and the community, select the blend of

these programs. In the development of individual efforts, La Clínica may perform additional community surveys or focus groups, or both to decide whether to not pursue a particular idea and, if so, how to best design the program.

The continuous dialogue that the community health center maintains with residents about personal and community concerns provides a rich source for program ideas. For example, the domestic violence prevention program, *Projecto Cambio* (Project Change), came about because many clients were coming to La Clínica's Community Health Education Department (Casa CHE) speaking about "difficulties" in their homes. It turned out that these women were subject to domestic violence, but feared that community counselors would separate the family to prevent further abuse. What the wives were looking for was an alternative that would keep the family together. Thus, with support from a CDC grant, La Clínica's health educators developed a program focused on better ways to handling life stresses and resolve conflict. Under *Projecto Cambio*, health educators visit local classrooms and perform "puppet plays," telling stories with music to discuss violence and what the child or teen could do when such situations arise. The program expanded over time with additional funding and now includes workshops and classes. Furthermore, Casa CHE looked at potential root causes of domestic violence in Latino homes and found it may be associated with gender role expression, family relationships, and media violence. Casa CHE established the Latino Men's Group to address gender role expression. The group teaches how to be a man without violence and healthier ways to handle stressors. Moreover, for the past two years Casa CHE has been putting on theatrical performances to demonstrate how best to deal with domestic violence in the local communities. These programs deal with this issue by encouraging audience participation while presenting the material in a nonthreatening and engaging way. The program has been lauded by the communities served, and *promotores* who themselves were victims of domestic violence have experienced great personal growth through their experience in Casa CHE's domestic violence programs. Most referrals to these programs come from La Clínica via clinical staff, but Casa CHE services have been requested by outside agencies as well.

Clinical staff may also prompt individual programs. For example, a physician noted that just prescribing medicine did not adequately help a subset of patients with diabetes. The doctor talked to the department head, and suggested that *promotores* may be helpful in teaching these patients how to better control their disease by augmenting the medical plan with better and affordable nutrition and increased physical activity. The suggestions also included incorporating *promotores* as part of the primary care team. This idea moved up the leadership chain and resulted in La Clínica's Advancing Diabetes Self-Management (ADSM) program, which also included walking classes to promote increased physical activity. The Robert Wood Johnson Foundation sponsored the program from 2002 to 2005.

Casa CHE manages most of La Clínica's efforts to leverage the SDH. The department consists of 20 staff, led by a director, and programs include obesity prevention; classes on diabetes, nutrition, exercise, and parenting; pregnancy and domestic violence prevention; mental health promotion; and tobacco,

alcohol, and substance abuse prevention. These programs are taught in many formats and venues to maximize reach and impact. For example, staff may conduct home visits to parents having difficulty with their teenager's behavior or possible drug use. Casa CHE also monitors the success of many interventions through surveys focusing on the participant's knowledge, perception, and behaviors before and after the program.

Other programs managed by other La Clínica divisions include the Teens & Tots program that provides pregnant and parenting teens and their children with safe opportunities, support, and relationships with caring adults. Participants receive access to medical care, psychosocial services, education enrichment, parenting classes, and youth development activities. La Clínica also offers WIC programs at two of its locations.

The community health center hires a great number of community residents for employment throughout La Clínica, including its efforts to leverage the SDH. As staff, these residents provide input to the leadership regarding community needs and feedback on program impact, helping the organization maintain a continuous dialogue with residents about personal and community concerns. Furthermore, La Clínica staff are committed to improving the socio-economic and environmental conditions so strongly that they will individually volunteer during their personal time to participate in efforts conducted with other municipal, private, and community agencies to confront significant problems such as childhood obesity, nutrition and active living.

Partnerships are key to the organization's success in leveraging the SDH. "La Clínica sees that there is so much need in the local communities, and the community health center cannot handle all those needs in all those areas alone," said Viola Lujan, the La Clínica Director of Business and Community Relations. "We have had multiple examples over time that show when we do collaborate, we are able to provide better services with better outcomes, because the partners come in with their own expertise and enhance the program greatly." The CEO and board are expected to network and pursue partnership opportunities; however, partnerships have also evolved from interactions between the community and La Clínica staff. For example, the health center's Community Health Education Department was invited to a local school to speak about domestic violence; La Clínica was eventually asked to support a satellite clinic in that same school and at the request of that same community, the community health center will soon be breaking ground for their newest clinic site in the same community.

Many La Clínica programs have a leadership training component and are based on Paulo Freire's concept of empowerment. The community health center seeks to have people actively participate in and take responsibility for their own education, and ultimately their health. A training program that Casa CHE is particularly proud of is its community health workers (CHW) or promotores program. Centro de Promotores or Health Promoter Training Center began in 1991 and trains about 30 volunteers yearly who wish to catalyze change in the community. This is not a certified program, but the promotores are given

formal training and receive a diploma during a ceremony. The program is open to women and men, who participate in a 2:1 ratio. Often the trainees are members of the targeted population the community health center wishes to empower with self-management skills. Promotores from the targeted population offer ideal peer support because they have firsthand experience in these problems. Trainees attend a 10-lesson instructional course to learn basic skills. The curriculum comprises the philosophy of community action, an understanding of group dynamics, and leadership skills. After the initial training, promotores attend weekly meetings where they receive ongoing specific topic training and social support to participate in the various education programs. Promotores are involved in health promotion, diabetes prevention and education, diabetes walking group, the chronic care model, social support groups, pregnancy prevention, domestic violence prevention, substance abuse prevention, tutoring, stress and relaxation classes, and parenting classes. If the promotores wish, they may specialize in a particular area. It is important to point out that the health educators in these programs only act as facilitators; the group makes all the decisions and owns any action plans it develops. Topics covered in this training program include how to identify the root causes of community issues and problems, how to facilitate a group discussion, how to create consensus within a group, and how to plan and conduct community action.

Another Casa CHE program is the Peer Educators program, also called "Latino Youth Brigade," which was started in 1998. It is a youth program modeled after the promotores/CHW program for adults, but tailored for adolescents 12-19 years of age. The program was prompted by youth who had assisted in promotores programs in their schools and requested a similar program for themselves. Their families and other community members also advocated for a youth program. Thus, each year, about 30 adolescents take part in activities to promote positive self-esteem, community involvement, and leadership. The group receives training in specific topics such as family life education and nutrition. Following their training, they choose and implement a community action to promote health messages among their peers. For example, a few years ago the Youth Brigade conducted a "tobacco sting" in the neighborhood, raising awareness of the ease in which minors can obtain tobacco products at the local area merchants. Once the issue was illuminated, the community pressured the shop owners to stop selling to minors. The youths in this program receive weekly tutoring and are very active in the community, participating in local events and health fairs. During the summer months, they go on educational day trips and exchanges with other youth groups. The goal of the program is to teach leadership skills, community action skills, support academic skills, share these skills with peers and participate in various community-based activities under the guidance of a Casa CHE health educator. The program nurtures a sense of community responsibility and involvement among participating youth. In 2004, the Oakland Fund for Children and Youth conducted an evaluation by surveying the youth participants, their parents, and the staff. Survey results noted an 80-90 percent perceived improvement in terms of success at school, sense of self, ability to

communicate, ability to learn new things, ability to connect with adults, ability to work with others, and ability to stay safe.¹

One of the recent examples of La Clínica's efforts to leverage the SDH is the East Bay Coalition Against Gender and Domestic Violence. This network of providers assists in the coordination of all types of referral services, including housing, legal, and psychiatric counseling, and education for Spanish-speaking immigrants who suffer from isolation and do not know how to navigate the system in order to access domestic violence institutions if needed. A network coordinator located at La Clínica is in charge of the program. The coalition had its first conference in October of 2011, and is planning to create a documentary about domestic violence and the services the coalition offers.

To secure grant funding and report on its programs, Casa CHE collaborates with La Clínica's Development Office and the larger Planning Department, which consist of 12 staff members responsible for writing and tracking proposals, reports, program evaluations, and renewals for funding. Besides grants, funding for Casa CHE programs also comes from La Clínica's operating budget which is boosted by holding small fundraising events such as musical performances, an AIDS Walk, and an annual "Health Care Without Borders" employee donation drive (97 percent of staff participated last year). The community health center also secures additional funding by having private agencies pay consulting fees to Casa CHE.

One of the challenges that La Clínica faces in leveraging the SDH is that funders are looking for evidence-based programs to fund. For that purpose, La Clínica has collected many success stories to demonstrate the beneficial impact of its efforts. However, statistical analyses may be preferable, and the community health center is working on strategies to demonstrate the impact of the promotores programs on health outcomes and wellbeing. The ability to measure and evaluate the impact of these programs will help sustain the programs that are most important to La Clínica and the communities they serve.

¹ The results of this survey can be found at www.childtrends.org/what_works/city_scan/Oakland/La%20Clinica%20de%20La%20Raza%20-%20Youth%20Brigade%20expanded.htm.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Jeff State - House	Phone: 408-510-5440 Fax: 408-510-5490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED La Clinica de La Raza, Inc. P. O. Box 22210 Oakland, CA 94623-2210	INSURER A: Nonprofits Ins. Alliance of CA		29920
	INSURER B: Employers Compensation Ins. Co		
	INSURER C: Travelers Casualty & Surety		
	INSURER D:		
	INSURER E:		
INSURER F:			

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.

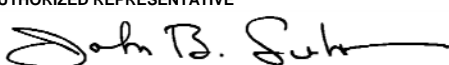
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3M EBL AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		201327061NPO	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ Included
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			201327061UMB	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG12945711	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity			105765427	03/31/2013	03/31/2014	Limit 1,000,000 Retention 25,000

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.

CERTIFICATE HOLDER**CANCELLATION**

OAKLA10 Oakland Unified School District Contract Administrator 900 High Street Oakland, CA 94601	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 
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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

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>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.</p> <p>Oakland Unified School District</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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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.