Board Office Use: Leg	gislative File Info.
File ID Number	13-026
Introduction Date	2-13-13
Enactment Number	13-0331
Enactment Date	7/13/1308



Memo

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 1.12
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The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)



Sul	oject
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Professional Services Contract -

Lincoln Child Center Oakland		Ca	(contractor, City State)
	131 - Laurel		(site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Lincoln Child Center . Services to for the period of be primarily provided to 131 - Laurel 08/27/2012 through 06/14/2013

Background

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

Community and family violence, stress and anger management prevent students from fully engaging in their education. The HOPE program provides school based mental health interventions to children who demonstrate behaviors that put them at high risk for dismissal from class or suspension from school. A student who is not in class in not able to benefit from instruction.

Discussion One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Lincoln Child Center, Oakland, CA, for the latter to provide mental health professionals to conduct individual assessments, development treatment plans provide therapeutic support throughout the day, provide teacher consultations and school climate at Laurel for a period from August 27, 2012 through June 14, 2012, in an amount not to exceed \$10,000.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Lincoln Child Center . Services to be primarily provided to 131 - Laurel for the period of 08/27/2012 through 06/14/2013

Fiscal Impact

Funding resource name (please spell out) GP - Unrestricted _not to exceed \$_10.000.00

Attachments

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

Board Office Use: Legi	islative File Info.
File ID Number	13-0261
Introduction Date	2-13-13
Enactment Number	12-6331
Enactment Date	213/13 08



PROFESSIONAL SERVICES CONTRACT 2012-2013

	s Agreement is entered into between the Oakland Unified School District (OUSD) and Lincoln Child Center
(CC	ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent
to i	perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The
	ties agree as follows:
•	
1.	Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on <u>08/27/2012</u> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/14/2013</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ten Thousand Dollars (\$10,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited
	to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
	Individual consultants:
	☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	2. Agencies or organizations:
	■ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
_	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
5.	Agreement except: which shall not exceed a total cost of \$
6.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.

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

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.

Professional Services Contract OUSD Representative:

CONTRACTOR:

Name: John Stangl		Name: Avo Tarakjian					
Site /Dept.: 131 - Laurel Address: Oakland, CA		Title: Lincoln CFO					
		Address: 4368 Lincoln Ave.					
		Oakland	Ca	94602			
Phone: (510) 531-686	88	Phone: (510) 531-3111					

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

8. Invoicing

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

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

10. Insurance:

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

Check one of the boxes below:

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

OR

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

Professional Services Contract

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

Contractor initial:

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

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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Professional Services Contract

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 08/27/2012 Work shall be completed by: 06/14/2013 Total Fee: \$10,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Introduction Date: 2/3/3
Enactment Number: 3-033
Enactment Date: 2/3/3

By: 0.4

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Lincoln Child Center, Oakland, CA, for the latter to provide mental health professionals to conduct individual assessments, development treatment plans provide therapeutic support throughout the day, provide teacher consultations and school climate at Laurel for a period from August 27, 2012 through June 14, 2012, in an amount not to exceed \$10,000.

SCOPE OF WORK

Lincoln Child Center will provide a maximum of 13,665.0(hours of services at a rate of \$7.32 per hour for a and end on 06/14/2013 total not to exceed \$10,000.00 . Services are anticipated to begin on 08/27/2012 1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do. Licensed or licensed eligible master's level mental health professionals will conduct individual assessment and develop treatment plans which proscribe treatment interventions and provide therapeutic support throughout the day in the form of individual, group and crisis intervention. In addition staff will provide consultation and outreach to teachers and families. Staff will provide support toward positive school climate in areas of conflict resolution, social skills development and Restorative Justice. Consultation and collaboration with the classroom teachers and site administrators will occur around classroom and behavior management. 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. The LCC strategies will reduce the impact of emotional problems on each student's ability to function effectively in a public school setting. The interventions will support a school environment conducive to learning. Students receiving services will increase time in class on task by 50% increase school attendance by 20% and reduce the need for teacher interventions by 30%. 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.) Prepare students for success in college and careers Ensure a high quality instructional core Develop social, emotional and physical health Safe, healthy and supportive schools ✓ Create equitable opportunities for learning ✓ Accountable for quality High quality and effective instruction Full service community district

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Professional Services Contract

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2012

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).

certificate holder in lieu of such endorsement(s).						
PRODUCER LIC #0E77964 1-415-365-8000	CONTACT NAME:					
Integro Insurance Brokers	PHONE FAX (A/C, No, Ext): (A/C, No):					
One Bush Street	E-MAIL ADDRESS:					
Suite 1400		UDED(E) AFFOR	DINC COVERACE		NAIC#	
San Francisco, CA 94104			DING COVERAGE		23841	
	INSURER A : NEW HA	INSURER A: NEW HAMPSHIRE INS CO			23041	
INSURED Lincoln Child Center	INSURER B :					
22100111 011212 0011002	INSURER C :	INSURER C:				
4368 Lincoln Ave.	INSURER D :	INSURER D:				
Oakland, CA 94602	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER: 3075432			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HA	ON OF ANY CONTRACT RDED BY THE POLICIES	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE	CT TO V	VHICH THIS	
INSR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
LTR TYPE OF INSURANCE INSR WVD POLICY NUMBER A GENERAL LIABILITY 01-LX-086479561-0			EACH OCCURRENCE	\$ 1,00	0,000	
X COMMERCIAL GENERAL LIABILITY	,,-		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00		
COMMERCIAL GENERAL EIABLITT			MED EXP (Any one person)	\$ 10,0		
CLAIMS-MADE OCCUR				\$ 1,00		
			PERSONAL & ADV INJURY	\$ 3,00		
			GENERAL AGGREGATE	\$ 1,00		
GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG		0,000	
POLICY JECT LOC			COMBINED SINGLE LIMIT	\$		
AUTOMOBILE LIABILITY			(Ea accident)	\$		
ANY AUTO			BODILY INJURY (Per person)	\$		
ALL OWNED SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$		
HIRED AUTOS NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)	\$		
				\$		
UMBRELLA LIAB OCCUR			EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE			AGGREGATE	\$		
DED RETENTION\$				\$		
WORKERS COMPENSATION			WC STATU- OTH- TORY LIMITS ER			
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE ANY PROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED?			E.L. DISEASE - EA EMPLOYEE			
(Mandatory in NH) If yes, describe under						
DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	1 4		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Rema	erks Schedule, if more space is	required)				
Oakland Unified School District is named as an additional			tten contract with	the na	med insure	
CERTIFICATE HOLDER	CANCELLATION					
Oakland Unified School District Attn: Contracts Administrator		N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.			
Oakland, CA 94601	AUTHORIZED REPRESE	ENTATIVE	feely			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2012

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		CONTACT NAME:				
Chapman a Division of Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. PO Box 5455 Po Box 5455 Pasadena, CA 91117-0455	2-	PHONE (A/C, No, Ext): 1 (626) 405-8031	FAX (A/C, No): 1 (6	26) 405-0585		
		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVE	INSURER(S) AFFORDING COVERAGE			
	INSURER A: Cypress Insurance Company					
INSURED	INSURER B:					
Lincoln Child Center		INSURER C:				
4368 Lincoln Avenue		INSURER D:				
Oakland, CA 94602		INSURER E:				
		INSURER F :				
COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER:				

CO	VERMOES	SEK III ICA IE 140	WDLIN.			142 4101011 1101110 2111		-
TH	IS IS TO CERTIFY THAT THE PO	LICIES OF INSURA	NCE LISTED BELOW HA	VE BEEN ISSUED	TO THE INSUF	RED NAMED ABOVE FOR	THE POLICY PERIO	D
IN	DICATED. NOTWITHSTANDING AN	IY REQUIREMENT,	TERM OR CONDITION	OF ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESP	ECT TO WHICH TH	IS
	ERTIFICATE MAY BE ISSUED OR I						TO ALL THE TERMS	ŝ,
EX	KCLUSIONS AND CONDITIONS OF SU	JCH POLICIES. LIMI	IS SHOWN MAY HAVE BE			•		
NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	TS	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR					MED EXP (Any one person)	\$	

PERSONAL & ADV INJURY GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG S GEN'L AGGREGATE LIMIT APPLIES PER: \$ PRO-JECT POLICY COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS AUTOS \$ **UMBRELLA LIAB** EACH OCCURRENCE \$ OCCUR EXCESS LIAB AGGREGATE \$ CLAIMS-MADE \$ RETENTION \$ DED X WC STATU-TORY LIMITS WORKERS COMPENSATION ER AND EMPLOYERS' LIABILITY 3/1/2012 3/1/2013 1.000,000 3300060925-121 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT S N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT | \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Workers Compensation coverage only.

Oakland Unified School District Attn: Contracts Administrator 900 High Street Oakland, CA 94606 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

CANCELLATION

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CERTIFICATE HOLDER

LINCOLN CHILD CENTER

DUNS: 074644360 CAGE Code: 571P8

Status: Active

4368 LINCOLN AVE OAKLAND, CA, 94602-2529, UNITED STATES

Entity Overview

Entity Information

DUNS: 074644360
Name: LINCOLN CHILD CENTER
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active Expiration Date:04/26/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150 WWW4

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





PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

C PH	Wall File					Direc		F ₃	Table			- 15-	. 199	
0-30	Add	itional direct	ions and	related do	cuments are in th	he Scho	ol Opera	tions Libi	ary (http:/	//intranet.	ousd.	k12.ca.us,		
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.														
	2. Ensure contractor meets the <u>consultant requirements</u> (including The Excluded Party List, Insurance and HRSS Consultant Verification)													
	 Contractor and OUSD contract originator complete the contract packet together and attach required attachments 													
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.														
Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.														
Checklist														
☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant)														
■ For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured														
For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) OUSD Staff Contact Emails about this contract should be sent to: (required) John.Stangl@ousd.k12.ca.us														
Contractor Information Contractor Name Lincoln Child Center Agency's Contact Ave Terekijen														
	ontractor Name Lincoln Child Center USD Vendor ID# 1003181					Title	cy's Cont		∕o Tarakjia -O	an				
	treet Address 4368 Lincoln Ave.					City	Oaklaı		State Ca Zip				94602	
Tele	phone	(510) 5	31-3111			Email	(required)		akiian@lii	ncolnchildcenter.org				
Cont	ractor History	Pre	eviously b	een an Ol	JSD contractor?					s an OUSD employee? Yes No				
Compensation and Terms – Must be within the OUSD Billing Guidelines														
Antic	ipated start d				Date work will	_					2 m - 7	6000		
						1/2013 Other Expenses \$ 0.00					,			
	1010 / 01 / 100	(required)	Ψ7.32	-	Number of Hou	IIS (requir	ed)	13,665.0	0					
					Budget					7		- 370		
				contract us	sing LEP funds, ple	ease cont	act the Sta	ate and Fe	ederal Offic	e <u>before</u> c	comple	ting requisit	ion.	
Re	esource #	Resource			0	rg Key				Object C	ode	A	mount	
	0000	GP - Unres	tricted		131	1311110101				5825	5	\$ 10,000.00		
								5825	5	\$				
								5825	5	\$				
Requisition No. (required) R0307925							Total Contract Amount					\$ 10,000.00		
				Appro	val and Routing	(in ord	er of app	roval st	eps)	VE TO	100		101 - 111 - 11 - 11 - 11 - 11 - 11 - 11	
Ser	vices cannot be	provided bef	fore the co	ntract is full	y approved and a F	urchase	Order is i	ssued. Si	gning this	document	affirms	s that to you	ır knowledge	
	-			serv	rices were not prov	ided befo	ore a PO w	vas issued	l.					
OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.								earch.do)						
				John Stangl					(510) 531-6868					
Signature Signature		Minh	131 - Laurel				Fax		(510) 531-6725 8 / 27 / 1 V					
Date Apployed 6/2/														
Resource Manager, if Using Unds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community F Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)										Community P	artnerships			
2.	Signature	V					inent with	Date Approved						
											-			
Signature (if using multiple restricted resources) Regional Executive Officer Date Approved														
		es described in the scope of work align with needs of department or school site												
3. Consultant is qualified to provide services described in the scope of work								1						
Signature Date Approved								3	13					
-	Deputy Superintendent Instructional Leadership Deputy Superintendent Busi							ess Operations Consultant Aggregate Under, Over\$50,000						
	Signature							Date Approved						
					on the legal contra	oct								
Legal Required if not using standard contract Approved Denied - Reason Date														
Procu	rement Da	to Peccived					DO 11 .							

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