

Board Office Use: Legislative File Info.	
File ID Number	12-2532
Introduction Date	10-24-12
Enactment Number	12-2648
Enactment Date	10/24/12



# Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent *WCH G.T.S*  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations *BA*

Board Meeting Date  
 (To be completed by Procurement) \_\_\_\_\_

Subject Professional Services Contract -  
Samuel Merritt University Oakland CA (contractor, City State)  
968/Health Services (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Samuel Merritt University. Services to be primarily provided to 968/Health Services for the period of 09/01/2012 through 06/30/2013.

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

The school nurse program aims to provide more equitable and holistic health care to all nursing students. The internship program with the Samuel Merritt University, School of Nursing, fosters community participation and provides OUSD students with additional positive role models and health care providers. Samuel Merritt University will provide approximately 15 students per semester to intern with OUSD School Nurses to gain exposure to the entire gamut and unique needs of OUSD students. The School Nurse administrator will meet with the Samuel Merritt students and faculty to ensure all learning objectives are satisfied. The nursing students will intern one day a week for 15 weeks at select school sites under the guidance of an OUSD School Nurse.

Discussion  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of professional services contract between Oakland Unified School District and Samuel Merritt University for the latter to provide student nurse interns one day a week for fifteen weeks under the guidance of a school nurse to gain exposure to the entire gamut and unique needs of OUSD students for the Health Services Department for the period of September 1, 2012 through June 30, 2013, at no cost to the District.

Recommendation Approval of professional services contract between Oakland Unified School District and Samuel Merritt University. Services to be primarily provided to 968/Health Services for the period of 09/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) No Fiscal Impact  
not to exceed \$0.00

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



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**OAKLAND UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/01/2012, 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 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed zero Dollars (\$0.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and, /or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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



Professional Services Contract

**OUSD Representative:**

Name: Barbara Parker  
Site /Dept.: 968/Health Services  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: (510) 874-3750

**CONTRACTOR:**

Name: Samuel Merritt University  
Title: School of Nursing  
Address: 450 30th Street, Suite 2718  
Oakland CA 94609  
Phone: (510) 869-6647

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

**8. Invoicing**

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
  2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
    - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a 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).



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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 09/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 0.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 10/25/12  
 President, Board of Education Date  
 Superintendent or Designee

[Signature] 10/25/12  
 Secretary, Board of Education Date

CONTRACTOR

[Signature] 9/13/12  
 Contractor Signature Date

Samuel Merritt University School of Nursing  
 Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: [Signature]  
 Attorney at Law

File ID Number: 12-2532  
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 By: [Signature]



EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of professional services contract between Oakland Unified School District and Samuel Merritt University for the latter to provide student nurse interns one day a week for fifteen weeks under the guidance of a school nurse to gain exposure to the entire gamut and unique needs of OUSD students for the Health Services Department for the period of September 1, 2012 through June 30, 2013, at no cost to the District.

SCOPE OF WORK

Samuel Merritt University will provide a maximum of 450.00 hours of services at a rate of \$0.00 per hour for a total not to exceed \$0.00. Services are anticipated to begin on 09/01/2012 and end on 06/30/2013.

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.

OUSD School Nurses will mentor Samuel Merritt University nursing interns in the delivery of health services to OUSD students. The nurse interns will learn and execute a variety of health care services: special education, first aid, family and community care, health education, case management, etc. The nursing interns will learn by doing under the guidance of the OUSD School Nurses and partake in a rigorous intern program in addition to experiencing the day-to-day challenges of school nursing. Samuel Merritt University (SMU) will provide approximately 15 students per semester to intern with OUSD School Nurses to gain exposure to the entire gamut and unique needs of OUSD students. The School Nurse administrator will meet with the Samuel Merritt students and faculty to ensure all learning objectives are satisfied. The nursing students will intern one day a week for 15 weeks at select school sites under the guidance of an OUSD School Nurse.

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 school nurse program at OUSD aims to provide more equitable and holistic healthcare to all students. OUSD students will receive additional healthcare services as provided by the nursing program. These health services will enable students to be better physically and emotionally prepared to engage in the learning process. The mission of Family, Schools, and Community Partnerships is to provide all students with the academic, health, and socio-economic support they need to succeed, with seamless and accessible pathways for learning supports, where schools serve as resource centers that are responsive to the changing needs of students and families. By creating a relationship with Samuel Merritt, we are responding to the critical health needs of OUSD students. This will directly bolster student learning and outcomes.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

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

Please select:

**Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_

**Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the SPSA modification was approved.
  3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Samuel Merritt University School of Nursing  
N170/570: Community Health Nursing

To agencies and facilities working with Samuel Merritt University School of Nursing,  
Community Health Nursing Students:

Thank you for agreeing to work with students from Samuel Merritt University School of Nursing. We are excited that students will have an opportunity to learn more about the community you serve and to better understand the role nursing can play in providing care in the community.

The students are enrolled in Community Health Nursing in the last semester of their prelicensure program; please see the course objectives and course content for your information.

In addition to classroom assignments, each student is placed in a community agency for a clinical experience. Because each agency offers a unique service to the community, the scope of health care practice varies from one agency to another. Students are expected to actively engage with the agency to which they have been assigned, working on projects and plans that are appropriate within that agency.

In addition to the completion of the course objectives, if the opportunity is available within the agency, examples of student activities may include and are not limited to:

- 1) Provide health education on a wide range of topics to individuals and groups.
- 2) Conduct health screening, including vision, blood pressure, other vital signs, height, weight, body mass index (BMI), scoliosis, and developmental assessment. With the supervision of a certified health professional, students may conduct hearing and tuberculosis screenings.
- 3) Participate in flu and immunization vaccine clinics with the supervision of a certified health professional.
- 4) Complete health histories.
- 5) Review and document immunization status.
- 6) Conduct home visits as appropriate.
- 7) Review medications and provide appropriate education.
- 8) Identify resources and assist agency in making referrals and doing follow-up.
- 9) Work with agencies to conduct case management.
- 10) Plan and conduct health programs (e.g. health fairs, health education modules).
- 11) Assess communities and populations.
- 12) Work with agencies to develop internal systems to manage health information.
- 13) Act as a resource to agency, collecting and disseminating information that supports agency services.

**Student responsibilities:**



- Maintain the highest professional standards
- Actively engage in ongoing relationship with clinical agency, conducting relevant and appropriate clinical activities
- Complete course and clinical assignments as scheduled
- Participate in clinical conferences weekly
- Evaluate course and clinical experience

**Agency responsibilities:**

- Plan and conduct orientation for students
- Communicate regularly with students and faculty
- Provide meeting/conference/work space for students and faculty on clinical days
- Obtain permission from clients for student participation
- Meet with faculty at end of semester to evaluate experience and plan for future

**Faculty responsibilities:**

- Act as liaison between Samuel Merritt University School of Nursing and agency; facilitate student orientation and integration into agency
- Provide agency with information about students and program
- Be available to students and agency staff during regular clinical hours by phone and in person
- Conduct weekly clinical conferences
- Monitor the completion of course objectives and evaluate student clinical performance and written work
- Conduct student evaluations at midterm and final

**Contact information for faculty:**

- Name and phone number(s) for clinical faculty



## **COMMUNITY HEALTH NURSING COURSE**

### **Course Objectives:**

1. Analyze the needs of vulnerable populations across the lifespan, using principles, concepts, and theories from public health and nursing.
2. Synthesize principles, concepts and theories from public health and nursing to promote the physiological, social, cultural, and psychological health of aggregates across the lifespan.
3. Integrate knowledge from the examination of issues, trends, and challenges related to community health nursing practice.
4. Demonstrate professional behavior in the practice of community health nursing.

### **Course Content:**

- I. Introduction to and history of community health nursing
- II. Community as client: population-based practice; core public health functions
- III. Multicultural nursing concepts: Cultural sensitivity/competency, health care disparities, social determinants of health
- IV. Roles of community health nurses: Where do we work?
- V. Skills of community health nurses: What do we do?  
Care of individuals/families/communities
  - A. Assessment of communities: Data collection strategies & approaches
    1. Social science methodologies
    2. Biostatistics and epidemiology of communicable and chronic diseases
  - B. Diagnosis of communities: Models in community health nursing
  - C. Care of communities
    1. Program planning, partnerships, collaboration
    2. Communicable disease control
    3. Health promotion and health teaching
    4. Case management and care coordination
    5. Advocacy and policy development
    6. Health care economics and access (resources, referral, reform)
- VI. Other specific vulnerable populations and community health issues
  - A. Violence: family & community; child abuse; elder abuse; gangs
  - B. Poverty: homeless, working poor
  - C. Environmental health
  - D. Immigrant health; farmworkers; refugees
  - E. Other populations and issues relevant to community, clinical placements

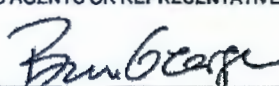


<b>CERTIFICATE OF INSURANCE</b>		CERTIFICATE NUMBER 12-1821	ISSUE DATE 9/12/2012
<b>INSURER</b> SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.	
		<b>COMPANY AFFORDING COVERAGE</b>	
		<b>COMPANY</b> SUTTER INSURANCE SERVICES CORPORATION	
<b>INSURED</b> Samuel Merritt University 3100 Telegraph Avenue Oakland, CA 94609		<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING 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.	

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: <u>10/1/90 (SMU)</u>	SIS-2012-1	1/1/2012	1/1/2013	EACH CLAIM	\$ 1,000,000
<b>PROFESSIONAL LIABILITY</b> <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: <u>10/1/90 (SMU)</u>	SIS-2012-1	1/1/2012	1/1/2013	EACH CLAIM	\$ 1,000,000
<b>EXCESS LIABILITY</b> <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE: _____				EACH CLAIM	\$
<b>OTHER</b>					

**REASON FOR INTEREST**

Evidence of coverage as respects agreement between Samuel Merritt University and Oakland Unified School District. OUSD school nurses will mentor Samuel Merritt University nursing interns in the delivery of health services to OUSD students. This insurance is primary and non-contributory.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	 _____ Bonnie George, President/CEO





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2012

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).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No, Ext):</b> _____	<b>FAX (A/C No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Fire Insurance Co	19682	
<b>INSURER B:</b> Hartford Underwriters Insurance Company	30104	
<b>INSURER C:</b> Safety National Casualty Corp.	15105	
<b>INSURER D:</b> N/A	N/A	
<b>INSURER E:</b> _____	_____	
<b>INSURER F:</b> _____	_____	

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-002345912-01                      **REVISION NUMBER:2**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/POP AGG \$ _____		
A	<b>AUTOMOBILE LIABILITY</b>			57ABS10000 (AOS)	07/31/2012	07/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000		
B	<input checked="" 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			57ABS10001 (HI)	07/31/2012	07/31/2013	BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR    CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP 4043103 *SIR \$1,000,000 EA. OCCURRENCE*	01/01/2011	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EVIDENCE OF COVERAGE AS RESPECTS PROFESSIONAL SERVICES CONTRACT 2012-2013. OUSD SCHOOL NURSES WILL MENTOR SAMUEL MERRITT UNIVERSITY NURSING INTERNS IN THE DELIVERY OF HEALTH SERVICES TO OUSD STUDENTS. TERM OF CONTRACT IS SEPTEMBER 1, 2012 - JUNE 30, 2013. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS ADDITIONAL INSURED FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE.

**CERTIFICATE HOLDER**OAKLAND UNIFIED SCHOOL DISTRICT  
1025 2ND AVENUE  
OAKLAND, CA 94606**CANCELLATION**

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  
of Marsh Risk & Insurance Services

Ellen Redell Brown

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

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

THOSE PERSONS OR ORGANIZATIONS WHERE YOU HAVE AGREED IN A WRITTEN CONTRACT TO ADD TO THE POLICY AS AN ADDITIONAL INSURED.

3. Additional Premium: \$ INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



POLICY NUMBER: 57 AB S10000

COMMERCIAL AUTO  
CA 20 01 03 06

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

**LESSOR - ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> SUTTER HEALTH
<b>Endorsement Effective Date:</b> 07/31/2012
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

**SCHEDULE**

<b>Insurance Company:</b> HARTFORD FIRE INSURANCE COMPANY	
<b>Policy Number:</b> 57 AB S10000	<b>Effective Date:</b> 07/31/2012
<b>Expiration Date:</b> 07/31/2013	
<b>Named Insured:</b> SUTTER HEALTH	
<b>Address:</b> 2200 RIVER PLAZA DRIVE, SACRAMENTO, CA 95833	
<b>Additional Insured (Lessor):</b> ANY LESSOR AS REQUIRED BY WRITTEN CONTRACT	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> ALL LEASED AUTOS LEASED FROM A LESSOR AS REQUIRED ABOVE	

Coverages	Limit Of Insurance
Liability	\$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 2,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 2,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ NOT COVERED Deductible For Each Covered "Leased Auto"

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

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.



3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

## *Sutter Insurance Services Corporation*

*c/o Marsh Management Services, Inc.*

745 Fort Street, Suite 1100 • Honolulu, Hawaii 96813 • Telephone (808) 585-3500 • FAX (808) 585-3513

2200 River Plaza Drive • Sacramento, California 95833 • Telephone (916) 286-6565 • FAX (916) 286-6558

**2012**

### **Sutter Insurance Services Corporation**

Sutter Health is a family of 24 not-for-profit hospitals, medical foundations, home health agencies, and physician network serving more than 100 communities in northern California.

Sutter Insurance Services Corporation (SISCO) is Sutter Health's captive insurance company domiciled in Hawaii. This program of self-insurance, developed in 1991, provides stability to Sutter Health risk financing and insurance programs. SISCO is a non-profit support organization and an integral part of the operations of the tax exempt parent corporation, Sutter Health, and is for the parent's purposes only.

The SISCO program for professional and general liability is structured as follows:

- \* \$5,000,000 of each claim is retained by SISCO.
- \* SISCO also retains the next \$5,000,000 aggregate limit
- \* Excess limits of \$40,000,000 are provided by reinsurers
- \* SISCO's outstanding liabilities are reviewed and funded annually in accordance with actuarial findings and results. The results are also reviewed and approved by Sutter Health auditors, Ernst & Young.

Pursuant to Hawaii Captive law (H.R.S. 431: 19-102), a pure captive insurance company may not insure any risks other than those of its parent and affiliated companies. SISCO may not provide coverage to non-related or taxable entities, such as providing additional insured status, as the captive could be found to be providing commercial type insurance and therefore not primarily operated for exempt purposes.

When contracting with non Sutter Health entities, SISCO will provide a Certificate of Insurance evidencing Sutter Health's professional and/or general liability coverage per the stated reason of interest and include wording that SISCO will indemnify, hold-harmless, and defend the other party, subject to policy terms, limitations and exclusions. This language provides the same protection that an additional insured is provided. SISCO insurance has been accepted by landlords, cities, counties, State of California, and other government agencies.

SISCO financials are included in Sutter Health's audited financials and can be accessed on the Internet at [www.sutterhealth.org](http://www.sutterhealth.org). Sutter Health's current credit ratings are Moody's Investment Services AA3, and Standard & Poor's A+ and Fitch AA-.



NUMBER : 1993 - ZZ

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

**Samuel Merritt University**

(Name of Affiliate)

STATE OF INCORPORATION CA

**Sutter Health**

(Master Certificate Holder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 1993.

This certificate may be revoked at any time for good cause shown.\*

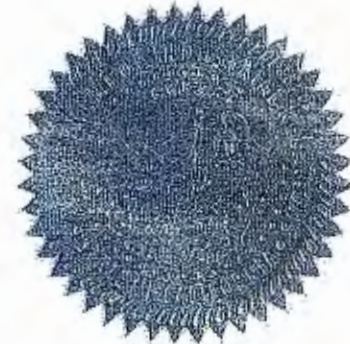
EFFECTIVE DATE : January 1, 2010 DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA



James A. Ware, Chief



John C. Duncan, Director



\*Revocation of Certificate.--A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

**EPLS**

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Samuel Merritt University  
as of 18-Sep-2012 4:41 PM EDT**

**Your search returned no results.**



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- 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) [barbara.parker@ousd.k12.ca.us](mailto:barbara.parker@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Samuel Merritt University	Agency's Contact	Jamie Hirota
OUSD Vendor ID #	I004898	Title	Assistant to Academic VP & Provost
Street Address	450 30th Street, Suite 2718	City	Oakland
Telephone	(510) 869-6647	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94609
		Email (required)	jhirota@samuelmerritt.edu
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours (required)	450.00		

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	No Fiscal Impact		5825	\$
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	<b>\$ 0.00</b>

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara Parker	Phone	(510) 874-3750
	Site / Department	968/Health Services	Fax	(510) 874-3748	
	Signature	<i>Barbara Parker</i>		Date Approved	9/17/12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	9/19/12
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtiss Sarkey</i>		Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>			Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	
	Signature	<i>Maura [Signature]</i>		Date Approved	10-12-12
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved	<i>[Signature]</i>	Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	9/24/12



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Rm