

Board Office Use: Legislative File Info.	
File ID Number	13-0320
Introduction Date	2/27/13
Enactment Number	13-0420
Enactment Date	2-27-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 2-27-13
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
La Clinica de La Raza, Inc. Oakland CA (Contractor, City/State) -
922/ Family, School & Community Partnerships Department (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922/ Family, School & Community Partnerships for the period of 07/01/2011 through 06/30/2015, in an amount not to exceed \$0.00.

Background
A one paragraph explanation of why an amendment is needed.

Through its school-based health centers, La Clinica de La Raza has partnered with Oakland Tech, Fremont, Roosevelt, Coliseum College Prep Academy/Roots International, Urban Promise Academy, and the La Escuelita Education Center serving Dewey, Metwest and La Escuelita Elementary to help meet the medical, dental, mental health, health education and youth development needs of students. Through the OUSD Elementary Oral Health Collaborative, La Clinica and its subcontractors will provide dental screening and treatment at a minimum of 5 elementary schools, which may include Garfield, Fruitvale, Franklin, New Highland and Rise. These services remove barriers to learning and ensure increased access to health services.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the Professional Services Contract between the District and La Clinica de La Raza, Inc., Oakland, CA for the latter to provide a range of services to include case management, mental health counseling, physical exams/sports physicals, diagnosis and treatment of minor illness, injury & medical conditions, dental screening & treatment, STD screening & treatment, health education for students & families, youth development programs, professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on and off site for the period of July 1, 2011 through June 30, 2015, at no cost to the District.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922/ Family, School & Community Partnerships for the period of 07/01/2011 through 06/30/2015, in an amount not to exceed \$0.00.

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

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and La Clinica de La Raza, Inc. (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:
The scope of work has expanded to include operation of the school-based health center at the La Escuelita Education Complex, serving Dewey, Metwest and La Escuelita Education Center, Yuk Yau Annex and Centro Infantil Annex Child Development Center. La Clinica and its subcontractors will also provide dental screenings and treatment at identified elementary schools through the OUSD Elementary Oral Health Collaborative, as well as through its school-based health centers as appropriate.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 0.00 _____ to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is zero dollars _____ dollars (\$0.00 _____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr., Secretary
Board of Education

2/28/13
Date

Contractor Signature 1/22/13
Date

2/28/13
Date

Print Name, Title

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 Amendment No. 1 of the Professional Services Contract between the District and La Clinica de La Raza, Inc., Oakland, CA for the latter to provide a range of services to include case management, mental health counseling, physical exams/sports physicals, diagnosis and treatment of minor illness, injury & medical conditions, dental screening & treatment, STD screening & treatment, health education for students & families, youth development programs, professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on and off site for the period of July 1, 2011 through June 30, 2015, at no cost to the District.

SCOPE OF WORK

La Clinica de La Raza, Inc. _____ will provide a maximum of _____ 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 07/01/2011 and end on 06/30/2015.

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Through its school-based health centers, La Clinica de La Raza has partnered with Oakland Tech, Fremont, Roosevelt, Coliseum College Prep Academy/Roots International, Urban Promise Academy, and the La Escuelita Education Center serving Dewey, Metwest and La Escuelita Elementary to help meet the medical, dental, mental health, health education and youth development needs of students. Additionally, La Clinica and its subcontractors will provide dental screening and treatment at X elementary schools, which may include Garfield, Fruitvale, Franklin, New Highland and Rise. These services remove barriers to learning and ensure increased access to health services.

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.

La Clinica de La Raza will provide medical, dental, mental health, health education, and youth development programs and services in order to increase access to and utilization of health care and improve health outcomes for students. Services provided by La Clinica through its school-based health centers are documented and evaluated under the school-based health center evaluation conducted by UCSF. Dental services through the OUSD Elementary Oral Health Collaborative will be evaluated by Alameda County using data entered into the Healthy Teeth Toolkit.

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

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

4. Alignment with 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.
-



CERTIFICATE OF LIABILITY INSURANCE

LACLI-1

OP ID: BW

DATE (MM/DD/YYYY)

03/30/12

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

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

PRODUCER
Suhr Risk Services
5300 Stevens Creek Blvd.
San Jose, CA 95129
Ed Stark, MBA, CPCU, ARM

408-510-5440

408-510-5490

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Compensation Ins. Co

29920

INSURER B: Nonprofits Ins. Alliance of CA

INSURER C: Travelers Casualty & Surety

INSURER D:

INSURER E:

INSURER F:

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3M EBL AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		201227061NPO	03/31/12	03/31/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201227061NPO	03/31/12	03/31/13	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			201227061UMB	03/31/12	03/31/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG12945711	04/01/12	03/31/13	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity			105416481	03/31/12	03/31/13	Limit 1,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured as per attached endorsement form CG2026.

NOTE: All California Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

OAKLAN1

Oakland Unified School
District
495 Jones Ave
Oakland, CA 94603

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

John B. Suhr

POLICY NUMBER: 201227061NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

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

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

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

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

Search Results

Current Search Terms: La clinica* de La Raza*

Your search for "La Clinica* de La Raza*" returned the following results...

Entity	LA CLINICA DE LA RAZA, INC.	Status: Active 
DUNS: 070159157	CAGE Code: 49WG9	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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





AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required)

Contractor Information

Contractor Name	La Clinica de La Raza, Inc.	Agency's Contact	Jane Garcia			
OUSD Vendor ID #	V019422	Title	Chief Executive Officer			
Street Address	1601 Fruitvale Avenue	City	Oakland	State	CA	Zip 94601
Telephone	(510) 535-2924	Email	jgarcia@laclinica.org			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 0.00	Original PO Number				
Amended Amount	\$ 0.00	New Requisition #				
New Total Contract Amount	\$ 0.00	Start Date	07/01/2011	End Date	06/30/2015	
Pay Rate Per Hour (Required)	0.00	Number of Hours (Required)				

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 COST TO		5825	\$
	DISTRICT		5825	\$
			5825	\$ 0.00

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Mara Larsen-Fleming	Phone	5102731582	Fax	5102731501
	Site / Department	922/ Family, School & Community Partnerships					
	Signature				Date Approved	2/4/13	
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	Signature				Date Approved	2/8/13	
	Signature						
3.	Regional or Executive Officer						
	Signature				Date Approved	2/12/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	2-15-2013	
5.	Superintendent or Board of Education	Signature on the legal contract					

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	



Board Office Use: Legislative File Info.	
File ID Number	11-1367
Introduction Date	6-15-11
Enactment Number	11-1296
Enactment Date	6-22-11



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To 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) 6-22-11

Subject Professional Services Contract -
La Clinica de La Raza, Inc. Oakland CA (contractor, City State)
922 / Complementary Learning (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922 / Complementary Learning for the period of 07/01/2011 through 06/30/2015.

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

Through its school-based health centers, La Clínica de La Raza has partnered with Oakland Tech, Fremont Federation, Roosevelt Middle School, Coliseum College Prep Academy/Roots International Academy, and Urban Promise Academy to help meet the medical, mental health, health education and youth development needs of students. La Clinica partners with other service providers on these campuses to provide a holistic set of wrap-around services. These services remove barriers to learning and ensure increased access for underserved communities.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and La Clinica's School-Based Health Centers, Oakland, CA for the latter to provide a range of services, including case management and mental health counseling, physical exams/sports physical, diagnosis and treatment of minor illness, injury and medical conditions, STD screening and treatment, health education for students and families, youth development programs, professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on and off site for the period of March 1, 2011 through June 30, 2015, at no cost to the District.

Recommendation Approval of professional services contract between Oakland Unified School District and La Clinica de La Raza, Inc.. Services to be primarily provided to 922 / Complementary Learning for the period of 07/01/2011 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) No Cost To District
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

Board Office Use: Legislative File Info.	
File ID Number	11-1367
Introduction Date	6-15-11
Enactment Number	11-1296
Enactment Date	6-22-11 <i>RS</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2010-2011

This Agreement is entered into between the Oakland Unified School District (OUSD) and La Clinica de La Raza, Inc. (CONTRACTOR). OUSD is authorized by Government Code Section 53080 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 07/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed N/A 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 \$ 0.00.
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:

OUSD Representative:

Name: Mara Larsen-Fleming
Site /Dept.: 922 / Complementary Learning
Address: 495 Jones Avenue
Oakland, CA 94603
Phone: 639-3338

CONTRACTOR:

Name: Jane Garcia
Title: Chief Executive Officer
Address: 1601 Fruitvale Avenue
Oakland CA 94601
Phone: (510) 535-2924

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 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).

- 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.

Summary of terms and compensation:

Anticipated start date: 07/01/2011 Work shall be completed by: 06/30/2015 Total Fee: \$ 0.00

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

6/23/11
Date

CONTRACTOR


 Contractor Signature

5/20/11
Date


 Secretary, Board of Education

6/23/11
Date

Jane Garcia
 Print Name, Title

Chief Executive Officer

File ID Number: 11-1367
 Introduction Date: 6-15-11
 Enactment Number: 11-1296
 Enactment Date: 6-22-11
 Rv: X 2

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 a Professional Services Contract between Oakland Unified School District and La Clinica's School-Based Health Centers, Oakland, CA for the latter to provide a range of services, including case management and mental health counseling, physical exams/sports physical, diagnosis and treatment of minor illness, injury and medical conditions, STD screening and treatment, health education for students and families, youth development programs, professional development for school staff, outreach to youth and their families, community-wide health promotion events and activities, and referrals to health and social service providers on and off site for the period of March 1, 2011 through June 30, 2011, at no cost to the District.

SCOPE OF WORK

La Clinica de La Raza, Inc. _____ will provide a maximum of 8,320.00 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 07/01/2011 and end on 06/30/2015.

1. Description of Services to be Provided Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant.

Through its school-based health centers, La Clinica de La Raza has partnered with Oakland Tech, Fremont Federation, Roosevelt Middle School, Coliseum College Prep Academy/Roots International Academy, and Urban Promise Academy to help meet the medical, mental health, health education and youth development needs of students. La Clinica partners with other service providers on these campuses to provide a holistic set of wrap-around services. These services remove barriers to learning and ensure increased access for underserved communities.

2. Specific Duties and Outcomes: Be specific as to what *this* consultant will do. Provide details as to program participation (Students will...) and measurable outcomes (Participants will be able to...).

La Clinica's School-Based Health Centers provide a range of services, including 1) case management and mental health counseling, 2) physical exams/sports physical, 3) diagnosis and treatment of minor illness, injury and medical conditions, 4) STD screening and treatment, health education for students and families (e.g. nutrition/physical fitness, adolescent development, sexual health), 5) youth development programs (e.g. peer health education, student research teams, youth advisory boards), 6) professional development for school staff, 7) outreach to youth and their families, 8) community-wide health promotion events and activities, and 9) referrals to health and social service providers on and off site.

3. 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" and the 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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 15

DATE (MM/DD/YYYY)

03/29/11

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

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

PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Ed Stark, MBA, CPCU, ARM		408-510-5440 408-510-5490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LACLI-1	FAX (A/C, No):
INSURED La Clinica P. O. Box 22210 Oakland, CA 94623-2210		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nonprofits Ins. Alliance of CA		
		INSURER B : Employers Compensation Ins. Co		29920
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		201127061NPO	03/31/11	03/31/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> \$3M EBL AGG						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
							Emp Ben. \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			201127061NPO	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			201127061UMB	03/31/11	03/31/12	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	EIG12945710	03/31/11	03/31/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L EACH ACCIDENT \$ 1,000,000
							E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity			105416481	03/31/11	03/31/12	Limit 1,000,000
							Retention 25,000

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

Certificate holder is named as additional insured as per attached endorsement form CG2026.

RE: All California Operations of the Named Insured.

CERTIFICATE HOLDER OAKLAN1 Oakland Unified School District 495 Jones Ave Oakland, CA 94603		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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

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

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

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

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

Contractor La Clínica de La Raza, Inc.
Contract
Period July 1, 2010 – June 30, 2011

Program Description and Requirements

A. Contractor shall perform the following services:

- i. Provide comprehensive array of core services that include medical, behavioral health, health education, health promotion and youth development through a minimal level of service hours and staffing.**

- a. Medical Services**

Provide comprehensive, high-quality **medical services** to improve student health and support academic achievement. Medical services are defined as triage, medical screening and management, comprehensive health assessments, and assured linkage to other SHC services and primary care physicians.

Core medical activities include:

- Screening for key adolescent risk factors and provision or referral to services
- Screening and provision or referral to treatment, follow up and education for communicable diseases, chronic illnesses, and other general medical services
- Screening and provision or referral to treatment, follow up and education for family planning, STIs, HIV and other reproductive health care services as appropriate

- b. Behavioral Health Services**

Provide comprehensive, high-quality **behavioral health services** to improve student health and support academic achievement. Behavioral health services are defined as primary prevention, individual, family and group therapy, collateral contact, crisis intervention, clinical case management, psychiatric consultation and assured linkage to other SHC services and other mental health providers when appropriate.

Core behavioral health activities include:

- Screening for key adolescent risk factors and provision or referral to services
- Provision of therapeutic services, consultation, and training that promote resiliency, healthy development and for youth, families and school communities
- Early identification, treatment and prevention of substance abuse and mental health disorders

- c. Health Education Services**

Provide comprehensive, high-quality **health education services** to improve student health and support academic achievement. Health education services are defined as clinic-based one-on-one and group learning experiences that promote knowledge, skills, voluntary actions and informed decisions conducive to health and wellness. Health education practitioners provide referrals to other SHC services.

Core health education activities include:

- Screening for key adolescent risk factors and provision or referral to services
- Education and skill-building about conflict resolution, abstinence & family planning, nutrition & fitness, communication and other topics contributing to overall health and wellness

- d. Health Promotion Services**

Provide comprehensive, high-quality **health promotion services** to improve student health and support academic achievement. Health promotion services are defined as group learning experiences that promote knowledge, skills, voluntary actions and informed decision-making embedded in a youth development framework. SHC health promotion services may be provided through group sessions, classroom education, school-wide events, peer education and other youth development and wellness programs. All SHC health promotion practitioners provide referrals to other SHC services.

Core health promotion activities include:

- Increase awareness of nutrition and fitness by offering group health education with a nutritionist
- Implement school-wide health promotion activities created by the Youth Peer Health Educators
- Collaborate with other after-school programs such as 21st Century to provide group wellness workshops on student-selected topics.

e. Youth Development Services

Provide high-quality **youth development services** to improve student health and support academic achievement. Youth development services are defined as innovative, group learning experiences that promote knowledge, skills, voluntary actions and informed decision-making embedded in a youth development framework. SHC youth development services may be provided through group sessions, classroom education, school-wide events, peer education and other wellness programs. All SHC youth development programs provide referrals to other SHC services.

Core youth development activities include:

- Adult-facilitated health education
- Peer-facilitated health education
- Culturally-competent and developmentally-appropriate recreation and social programs
- Life skills classes
- Support groups
- Peer counseling and mediation
- Advisory, planning and research groups
- Youth leadership development training and cascading mentorship programs
- Service learning projects that incorporate youth as advisors in the design of health services

ii. Increase access and utilization of school health services among underserved groups.

- a. Based on SHC data, Contractor will continue to improve access and utilization of school health services for target population(s) and other priority groups.

iii. Deliver comprehensive, holistic adolescent health services in a seamless, coordinated manner.

List and describe meetings and activities to improve the communication and coordination of services at various levels (within SHC, school/school district, or community/county). Indicate the specific school health center next to the Type of Meeting/Activity if Contractor operates more than one school health center.

Hours/Days of Operation

Contractor shall provide SHC services Mondays through Fridays, from the hours of **8:00 a.m. – 4:00 p.m.** during the school year. Notice will be given of the change in hours of operation according to need. Summer hours are to be determined.

Service Area/Delivery Site

Name of School(s) Served	Address
Roosevelt Middle School (695)	1926 19 th Avenue Oakland, CA 94606
Oakland Technical High School (1,714)	4351 Broadway Oakland, CA 94611
Fremont Federation of Small Schools College Prep & Architecture Academy (370) Mandela High (343) Media Academy (364) Robeson Visual & Performing Arts (285)	4610 Foothill Blvd. Oakland, CA 94601
Hawthorne Campus Urban Promise Academy WORLD & Achieve Academies (Charter)	3031 East 18th Street Oakland, CA 94601
Havenscourt Campus Coliseum College Preparation Academy Roots International Academy	1390 66th Avenue Oakland, CA 94621

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* sheila.clark@ousd.k12.ca.us

Contractor Information

Contractor Name	La Clinica de La Raza, Inc.	Agency's Contact	Jane Garcia		
OUSD Vendor ID #	V019422	Title	Chief Executive Officer		
Street Address	1601 Fruitvale Avenue	City	Oakland	State	CA Zip 94601
Telephone	(510) 535-2924	Email	jgarcia@laclinica.org		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2011	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours	8,320.00	Total Contract Amount	\$ 0.00

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 Cost To		5825	\$
	District		5825	\$
			5825	\$

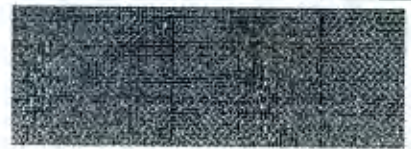
Requisition No. _____ Total Contract Amount \$0.00

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.

1.	Administrator / Manager (Originator)	Name	Mara Larsen-Fleming	Phone	639-3338
	Site / Department	922 / Complementary Learning		Fax	639-4807
2.	Signature	<i>Mara Larsen-Fleming</i>		Date Approved	5/25/2011
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> Complementary Learning / After-School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
3.	Signature	<i>Jane Nicholson</i>		Date Approved	5/25/11
	Regional Executive Officer <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				
4.	Signature	<i>Maria Santos</i>		Date Approved	5-31-11
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input checked="" type="checkbox"/> Consultant Aggregate Under \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	



CP
2011