Board Office Use: Le	gislative File into.	
File ID Number	12-1354	
Introduction Date	6-13-12	
Enactment Number	12-1586	RS
Enactment Date	1-13-12	120



Community Schools, Thriving Students

Memo	
То	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)	6-13-12
Subject	Professional Services Contract - CA Cantractor, City State) La Clinica de la Raza Oakland CA (contractor, City State) ASCEND (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and La Clinica de la Raza Services to be primarily provided to <u>ASCEND</u> for the period of 04/16/2012 through <u>06/30/2012</u>
Background A one paragraph explanation of why the consultant's services are needed.	La Clinica de la Raza's services are needed to provide for the supervision of a counseling intern to provide therapy to uninsured students at ASCEND. The therapy sessions improve students' safety and readiness to learn.
Discussion One paragraph summary of the scope of work.	La Clinica de la Raza will recruit a qualified intern to provide ASCEND students with therapy, will provide 2 hours per week of intern supervision by a licensed clinical social worker, and will pay the intern a \$2000 stipend for serving a weekly case load of approximately 6 students.
Recommendation	Ratification of professional services contract between Oakland Unified School District and La Clinica de la Raza Services to be primarily provided to <u>ASCEND</u> for the period of 04/16/2012 through <u>06/30/2012</u> .
Fiscal Impact	Funding resource name (please spell out) GP not to exceed \$ 5,867.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications

Board Office Use: Legi	slative File Info.
File ID Number	12-1354~
Introduction Date	6-13-12
Enactment Number	12-1586
Enactment Date	L-13.12



PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and La Clinica de la Raza (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:

- Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms: CONTRACTOR shall commence work on <u>04/16/2012</u>, 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 <u>06/30/2012</u>.
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to
 exceed five thousand eight hundred sixty seven and no/100------ Dollars (\$5,867.00
). This sum shall
 be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited
 to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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:

B Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 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.

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

Requisition No. R0204586

P.O. No.

OUSD Representative	:	CONTRACTOR:					
Name: Larissa Adam		Name: Jane García					
Site /Dept.:	ASCEND	Title: CEO, La Clinica de	La Raza, Inc				
Address: 3709 E. 12th	St.	Address: PO Box 22210					
Oakland, CA		Oakland	CA	94623			
Phone: (510) 879-314	0	Phone: (510) 535-4000					

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

8. Invoicing

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

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

10. Insurance:

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

Check one of the boxes below:

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

OR

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

- 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.

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: 04/16/2012

Work shall be completed by: 06/30/2012

Total Fee: \$ 5,867.00

OAKLAND UNIFIED SCHOOL DISTRICT

ana President, Board of Education

Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Jane García

CEO, La Clinica de La Raza, Inc

Print Name, Title

CERTIFIED:

Soching yeght of Education

LEGISLATIVE FI File ID Number Introduction Date 6-13-12 Enactment Number 12-Enactment Date

Page 4 of 6

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

La Clinica de la Raza will recruit a qualified intern to provide ASCEND students with therapy, will provide 2 hours per week of intern supervision by a licensed clinical social worker, and will pay the intern a \$2000 stipend for serving a weekly case load of approximately 6 students.

SCOPE OF WORK

La Clinica de la Raza will provide a maximum of <u>195.00</u> hours of services at a rate of <u>\$30.09</u> per hour for a total not to exceed <u>\$5,867.00</u>. Services are anticipated to begin on <u>04/16/2012</u> and end on <u>06/30/2012</u>.

 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.

La Clinica de la Raza will recruit a qualified intern to provide ASCEND students with therapy, will provide 2 hours per week of intern supervision by a licensed clinical social worker, and will pay the intern a \$2000 stipend for serving a weekly case load of approximately 6 students.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of this contract, the uninsured students receiving therapy from the intern (estimated to be 12 over the duration of the contract) will demonstrate greater readiness to learn, greater self-confidence in their ability to manage their emotions.

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	Prepare students for success in college and careers

_	Enouro a mg.	quality monuous		
\checkmark	Develop social	emotional and	physical	health

Create equitable opportunities for learning

High quality and effective instruction

\checkmark	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.

Statement of Qualifications

La Clínica de La Raza, Inc., (La Clínica), is a Federally Qualified Health Center recognized as one of the largest Latino serving community health centers in the Bay Area. La Clínica has provided high quality, affordable healthcare to underserved, primarily Latino communities for the last 40 years. In addition to primary care, case management services are provided to La Clínica medical patients including counseling, and referral/linkage to additional health and social services. La Clínica provides integrated behavioral health services in Alameda, Solano and Contra Costa Counties and implements an MHSA Prevention and Early Intervention project in Contra Costa County aimed at reducing isolation among Latinos, addressing issues of cultural adjustment and strengthening families.

La Clínica's mental health department, Casa del Sol, is the primary source of culturally and linguistically competent specialty mental health services for Latinos in Alameda County's Northern region. Casa del Sol provides psychiatric, psychological, and counseling services for children, adolescents, adults, seniors, and families as well as Peer Support/Recovery Coaching and Spanish WRAP groups. Casa del Sol provides both mental health treatment services and prevention programs including child abuse prevention and domestic violence prevention services. The primary port for Latinos to enter the County Mental Health system is through La Clínica's ACCESS program which is a satellite site funded by ACBHCS to provide information, screening, assessment and crisis stabilization services for the Latino/ Spanish speaking community. La Clínica has also been selected by Contra Costa Health Services to provide mental health services to Medi-Cal Eligible Children in Far East County. We will begin these services in May 2012.

For four decades La Clínica has been providing health education in the community, which is now provided by La Clínica's Casa CHE. Casa CHE provides culturally and linguistically appropriate prevention education to adults and youth. La Clínica staff were initially trained by the Brazilian educator Paulo Freire in 1977 and today Casa CHE's work is still based in Freire's "conscientization" movement of having people actively participate in and take responsibility for their own education, while promoting the idea that the community is capable of creating positive social change. Since 1991, La Clínica has trained hundreds of Promotores, or lay health educators, using the popular education model to provide community outreach and education on health issues such as diabetes, asthma, HIV, and family violence.

						LACLI-	1	OP ID: BW
A	CORD CEP	TIE	ICATE OF LIA	BIL ITY IN	ISI IR/	NCE	DAT	E (MM/DD/YYYY)
		-						03/30/12
E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY	OR NEGATIVELY AMEND, ICE DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	HE POLICIES
t	MPORTANT: If the certificate holder he terms and conditions of the policy certificate holder in lieu of such endor	, certa	In policies may require an e	policy(ies) must be ndorsement. A sta	e endorsed. tement on th	If SUBROGATION IS W his certificate does not o	AIVE: onfer	D, subject to rights to the
PRO	DUCER		408-510-5440	CONTACT NAME:				
	hr Risk Services 10 Stevens Creek Blvd.		408-510-5490			FAX (A/C, No):		
Sar	Jose, CA 95129			E-MAIL ADDRESS:				
Ed	Stark, MBA, CPCU, ARM				SURER(S) AFFO	RDING COVERAGE		NAIC #
				INSURER A : Employ	ers Comp	ensation Ins. Co		29920
INSU	URED La Clinica de la Raza	-		INSURER B : Nonpro				
	P. O. Box 22210			INSURER C : Travele	rs Casualt	y & Surety		
	Oakland, CA 94623-2210			INSURER D :				
				INSURER E :				
			and a second second second	INSURER F:				
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES		ATE NUMBER:			REVISION NUMBER:		
CE	IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTA	IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	ED BY THE POLICIE	S DESCRIBE PAID CLAIMS	D HEREIN IS SUBJECT T	O ALL	THE TERMS,
LTR	TYPE OF INSURANCE	INSR 1	POLICY NUMBER	(MMDD/YYY)	(MM/DD/YYYY)	1	1	1.000.000
в	X COMMERCIAL GENERAL LIABILITY	x	201227061NPO	03/31/12	03/31/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
-	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
						PERSONAL & ADV INJURY	5	1,000,000
	X \$3M EBL AGG					GENERAL AGGREGATE	3	3,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPIOP AGG	5	3,000,000
	POLICY PRO-					Emp Ben.	\$	Included
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
B	X ANY AUTO		201227061NPO	03/31/12	03/31/13	BODILY INJURY (Per person)	5	
	ALLOWNED SCHEDULED AUTOS NON-OWNED					BODILY INJURY (Per accident)	S	
	HIRED AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	5	
_							5	
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	5	5,000,00
в	EXCESS LIAB CLAIMS-MADE		201227061UMB	03/31/12	03/31/13	AGGREGATE	s	5,000,00
·	DED X RETENTIONS 10000						5	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	EIG12945711	04/01/12 03	03/31/13	E.L. EACH ACCIDENT	5	1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000
C .	Fidelity		105416481	03/31/12	03/31/13	Limit Retention		1,000,000
			and a statistic and the same of the	and the second second la	et en el en el e			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional F Pertificate holder is named as additional insured as per attached ndorsement form CG2026. tE: All California Operations of the Named Insured.

SERTIFICATE HOLDER	DER CANCELLATION				
Oakland Unified School District 495 Jones Ave Oakland, CA 94603	OAKLAN1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			

© 1988-2010 ACORD CORPORATION. All rights reserved.

4

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

A	CORD CEPT			DII			NCE	DAT	OP ID: PC
4	UER		CATE OF LIA						11/22/11
C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI MPORTANT: If the certificate holder	IVELY CONTRACT	DR NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	TE A	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED E THE ISSUING INSURER	3Y TH (S), A	E POLICIES
t	he terms and conditions of the policy	, certain	policies may require an e	ndorse	ment. A sta	tement on th	is certificate does not o	onfer	rights to the
	ertificate holder in lieu of such endors		s). 26-405-8031	CONTA NAME:	ст	· · · ·			
	apman		26-405-0585	PHONE (A/C, N			FAX (A/C, No):		
	ense #0522024 D. Box 5455			ADDRE	SS:				
	sadena, CA 91117-0455			PRODU	MER ID #: CLIN	11-7			1
									NAIC #
INSU	JRED La Clinica De La Raza 1515 Fruitvale Ave					L Mutual I	nsurance Co.		33200
	Oakland, CA 94601			INSURE					
				INSURE					
				INSUR					
-				INSURE	ERF:				
-	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES		E NUMBER:	VE DE			REVISION NUMBER:		
IN C	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTAIN	ENT, TERM OR CONDITION , THE INSURANCE AFFORE S. LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBENT PAID CLAIMS	DOCUMENT WITH RESPE	CT TO	WHICH THIS
LTR		ADDL SUE	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMII	s	
	GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000 EXCI
A							PREMISES (Ea occurrence)	\$	EXCL
							MED EXP (Any one person) PERSONAL & ADV INJURY	\$	EXCI
	X Professional Liab		710273		05/21/11	05/21/12	GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	EXCI
	POLICY PRO- JECT LOC						Emp Ben.	\$	INCLUDED
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Es accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	NON-OWNED AUTOS							\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DEDUCTIBLE							\$	
-	RETENTION \$						WC STATU- TORY LIMITS ER	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	s	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
_								•	
Cov only exc by t	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI crage is extended to contracted pro / for work performed on behalf of th ludes coverage for, among other thi he US Department of Health & Huma	viders v	vorking for the clinic, bu	t .233."		required)			
CE	RTIFICATE HOLDER		EWDENO	CAN	CELLATION				
	Evidence of Coverage		EVIDENC	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
				AUTHO	RIZED REPRESE	NTATIVE			
				0	@ 1000	2009 4000	D CORPORATION. All	right	hovrozor 2
					0 1988	-2009 ACOR	D CORPORATION. AII	ngin	s leserveu.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

GRANT NUMBER: H80CS00631



LA CLINICA DE LA RAZA POST OFFICE BOX 22210 OAKLAND, CA 94623-2210

Dear Jane Garcia:

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems LA CLINICA DE LA RAZA to be an employee of the PHS, for the purposes of section 224, effective 1/1/2012 through 12/31/2012.

Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA, for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment. This protection is exclusive of any other civil action or proceeding. Coverage extends to deemed entities and their (1) officers; (2) governing board members; (3) full- and part-time employees; and (4) contractors who are licensed or certified individual health care practitioners providing full-time services (i.e., on average at least 32½ hours per week of such service, are licensed or certified providers in the fields of family practice, general internal medicine, general pediatrics, or obstetrics/gynecology. Volunteers are neither employees nor contractors and therefore are not eligible for FTCA coverage under FSHCAA.

This Notice of Deeming Action (NDA) is also confirmation of medical malpractice coverage for both LA CLINICA DE LA RAZA and its covered individuals as described above. This NDA, along with documentation confirming employment or contractor status with the deemed entity, may be used to show liability coverage for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment.

In addition, FTCA coverage is comparable to an "occurrence" policy without a monetary cap. Therefore, any coverage limits that may be mandated by other organizations are met.

This action is based on the information provided in your FTCA deeming application, as required under 42 U.S.C. § 233(h), with regard to your entity's: (1) implementation of appropriate policies and procedures to reduce the risk of malpractice and litigation; (2) review and verification of professional credentials and privileges, references, claims history, fitness, professional review organization findings, and licensure status of health professionals; (3) cooperation with the Department of Justice (DOJ) in the defense of claims and actions to prevent claims in the future; and (4) cooperation with DOJ in providing information related to previous malpractice claims history.

Deemed health centers must continue to receive funding under Section 330 of the PHS Act, 42 U.S.C. § 254b, in order to maintain coverage as a deemed PHS employee. If the deemed entity loses its Section 330 funding, such coverage will end immediately upon termination of the grant. In addition to the relevant statutory and regulatory requirements, every deemed health center is expected to follow HRSA's FTCA-related policies and procedures, which may be found online at http://www.bphc.hrsa.gov.

For further information, please contact your HRSA Project Officer as listed on your Notice of Grant Award or the Bureau of Primary Health Care (BPHC) Help Line at 1-877-974-2742 or bphchelpline@hrsa.gov.

1. ISSUE DATE: 11/17/2011	
2a. FTCA DEEMING NOTICE NO.: 1-F00000098-11-01	
2b. Supersedes: []	
3. COVERAGE PERIOD: FROM: 1/1/2012 THROUGH: 12/31/2012	DEPARTMENT OF HEALTH AND HUMAN SERVICES
4. NOTICE TYPE: Renewal	HEALTH RESOURCES AND SERVICES ADMINISTRATION
5a. ENTITY NAME AND ADDRESS: LA CLINICA DE LA RAZA POST OFFICE BOX 22210 OAKLAND, CA 94623-2210	OF DEEMING ACTION
6. ENTITY TYPE: Grantee	FEDERAL TORT CLAIMS ACT AUTHORIZATION: Federally Supported Health Centers Assistance Act (FSHCAA), as amended, Sections 224(g)-(n) of the Public Health Service (PHS)
7. EXECUTIVE DIRECTOR: Jane Garcia	Act, 42 U.S.C. § 233(g)-(n)
8a. GRANTEE ORGANIZATION: LA CLINICA DE LA RAZA	
8b. GRANT NUMBER: H80CS00631	
9. THIS ACTION IS BASED ON THE INFORMATION REQUIRED UNDER 42 U.S.C. § 233(h) FOR THE A AND CONDITIONS INCORPORATED EITHER DIRE a. The authorizing program legislation cited above b. The program regulation cited above, and, c. HRSA's FTCA-related policies and procedures.	
In the event there are conflicting or otherwise incons precedence shall prevail.	istent policies applicable to the program, the above order of
10. Remarks:	
The check box [x] in the supersedes field indicate rescinds any and all future NDAs issued prior to	es that this notice supersedes any and all active NDAs and
	dministrator for Primary Health Care on: 11/17/2011 3:14:19

Ele PM

							~		OP ID: PC			
A	CORD CER	FIFIC	CATE OF LIA	BIL	ITY IN	DATE (MM/DD/YYYY) 11/22/11						
C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, A	IVELY O SURANCE ND THE (R NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED E	TE HO BY TH (S), A	OLDER. THIS HE POLICIES AUTHORIZED			
ti	MPORTANT: If the certificate holder ne terms and conditions of the policy ertificate holder in lieu of such endors	, certain	policies may require an e									
	DUCER		6-405-8031	CONTA NAME:	СТ							
Chapman 626-405-0585					PHONE FAX (A/C, No, Ext): (A/C, No):							
License #0522024					E-MAIL ADDRESS:							
	D. Box 5455 adena, CA 91117-0455			PRODUCER CUSTOMER ID #: CLINI-7								
ras	adena, CA 91117-0455				NAIC #							
INSU	IRED La Clinica De La Raza			INSUR	33200							
1515 Fruitvale Ave					INSURER B :							
	Oakland, CA 94601			INSUR	RC:							
				INSUR	RD:							
				INSUR	RE:							
			1	INSURE	RF:							
co	VERAGES CER	TIFICAT	E NUMBER:				REVISION NUMBER:					
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREM	ENT, TERM OR CONDITION , THE INSURANCE AFFORM 3. LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO O ALL	WHICH THIS			
LTR	TYPE OF INSURANCE GENERAL LIABILITY	INSR WVI	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	1	1,000,000			
							EACH OCCURRENCE DAMAGE TO RENTED	\$	EXCL			
A							PREMISES (Ea occurrence)	\$	EXCL			
	X CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$	EXCL			
	X Professional Liab		710273		05/21/11	05/21/12	PERSONAL & ADV INJURY GENERAL AGGREGATE	5	3,000,000			
			102/5		05/21/11		PRODUCTS - COMP/OP AGG	s	EXCL			
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						Emp Ben.	\$	INCLUDED			
	AUTOMOBILE LIABILITY			-			COMBINED SINGLE LIMIT	s	INCLUDED			
	ANY AUTO						(Ea accident)	-				
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$				
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$				
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$				
	NON-OWNED AUTOS							\$				
								\$				
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$				
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$				
	DEDUCTIBLE	1						\$				
	RETENTION \$							\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS ER					
	AND EMPLOYERS LIABLITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$				
	(Mandatory In NH)			•			E.L. DISEASE - EA EMPLOYEE	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$				
DES Cov only excl	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI erage is extended to contracted pro / for work performed on behalf of th ludes coverage for, among other thi he US Department of Health & Huma	LES (Attach oviders w e named ings, any an Servio	ACORD 101, Additional Remarks vorking for the clinic, bu l insured. "This policy claim which has been s ces pursuant to 42U.S.C	scoped	If more space is	required)						
CERTIFICATE HOLDER EVIDENC Evidence of Coverage					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.							
			AUTHO	RIZED REPRESE	NTATIVE							
			Beh									
					© 1988	-2009 ACOF	D CORPORATION. All	right	s reserved.			

ACORD 25 (2009/09)

-

The ACORD name and logo are registered marks of ACORD



Aly Schools, Theorem Standards PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

						ctions						
 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 <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (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 For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year Checklist For individual consultants: Proof of negative tuberculosis status within past 4 years Image: For All Consultants: Statement of qualifications (organization); or resume (individual consultant) Image: For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured Image: For All Consultants with employees: Image: Proof of Workers compensation insurance												
OUSD Staff Contact Emails about this contract should be sent to: larissa.adam@ousd.k12.ca.us												
				Contract	or Inf	ormatio	n					
					ncy's Contact Leslie Preston							
OUSD Vendor ID #		ŧ V01942	V019422			Title		Behavioral Health Director				
Street Address		3022 In	3022 International Blvd.			/ Oakla	Ind		State CA Zip 94601			
Telep	ohone	1 / - /	(510) 535-6200						Dousd.k12.ca.us			
Cont	ractor History	Previ	Previously been an OUSD contractor?			Yes 🗌 No		Worked as an OUSD employee? 🗌 Yes 🔳 No				
		Co	mpensation	and Terms - Must	be w	ithin the	OUSD	Billina Gu	idelines			
Antic	ipated start da		04/16/2012	Date work will	_	06/30/20		her Expen		-		
	Rate Per Hour								act Amount \$ 5,867.00		10	
1 a) I		(required)	\$ 50.05	Humber of Hoe	13	133.00	100	o ontra o	Allount	\$ 0,007.0		
						mation						
	If you are	planning to m	nulti-fund a contr	ract using LEP funds, ple	ease cor	ntact the S	tate and Fe	ederal Office	before comple	ting requisiti	on.	
Resource # F		Resource	Resource Name Or			rg Key			Object Code	Amount		
0000		GP	GP 185			51110101			5825	\$ 5,867.00		
									5825	\$		
-									5825	\$		
Requisition No. R0204586 Total Contract Amount \$5,867						\$ 5,867.0	0					
IN	cquisition	1102		noroval and Pouting	lin or					+ 0,00110	- -	
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)												
	Administrator / Manager (Originator) Name Larissa Adam				1			Phone	(510) 879-3140			
1.	Site / Department ASCEND					Fax			(510) 534-7377			
	Signature						pproved		5.12			
	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Complementary Learning / After School Programs											
2.	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)											
2.	Signature				Date Approved							
	Signature (if using multiple restricted resources) Date /					pproved	d					
	Regional Executive Officer											
3.	Services described in the scope of work align with needs of department or school site Consultant is gradified to provide services described in the scope of work											
	Signature Date Approved						pproved	5-16-2612				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations									nder \$50,000		
	Signature Maria / Santa Date Approved								5-2	2-12	1	
5. Superintendent, Board of Education Signature on the legal contract												
Legal Required if not using standard contract Approved Denied - Reason Date						Date	ate					
Procu	urement Da	ate Received				PO Nun	nber		P1211	367		

Rev. 8/2011 v2

1188

THIS FORM IS NOT A CONTRACT