

Board Office Use: Legislative File Info.	
File ID Number	12-1399
Introduction Date	6-27-12
Enactment Number	12-1697
Enactment Date	6/27/12



# 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) 6-27-12

Subject: Professional Services Contract -  
Lifelong Medical Care Berkeley CA (contractor, City State)  
922/Family, Schools, and Community Partnerships (site/department)

Action Requested: Approval of a professional services contract between Oakland Unified School District and Lifelong Medical Care. Services to be primarily provided to 922/Family, Schools, and Community Partners for the period of 07/01/2012 through 06/30/2015.

Background: *A one paragraph explanation of why the consultant's services are needed.*  
 Through its school-based health centers, Lifelong Medical Care has partnered with West Oakland Middle School to help meet the medical, mental health, health education and youth development n needs of students. Lifelong Medical Care 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 Lifelong Medical Care, Berkeley, 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 July 1, 2012 through June 30, 2015, at no cost to the District.

Recommendation: Approval of professional services contract between Oakland Unified School District and Lifelong Medical Care. Services to be primarily provided to 922/Family, Schools, and Community Partner for the period of 07/01/2012 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: <b>Legislative File Info.</b>	
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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Lifelong Medical Care (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:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed No Cost to District 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.

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



Professional Services Contract

**OUSD Representative:**

Name: Mara Larsen-Fleming  
Site /Dept.: 922/Family, Schools, and Community Partnerships  
Address: 495 Jones Avenue  
Oakland, CA 94603  
Phone: (510) 639-3338

**CONTRACTOR:**

Name: Brenda Shipp  
Title: Chief Operating Officer  
Address: P.O. Box 11247  
Berkeley CA 94712  
Phone: (510) 981-4100

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: CSB

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

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




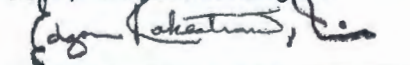
Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2012 Work shall be completed by: 06/30/2015 Total Fee: \$ 0.00

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent or Designee  
  
 Secretary, Board of Education

6/28/12  
 Date  
  
6/28/12  
 Date

CONTRACTOR


  
 Contractor Signature  
5/24/12  
 Date  
  
 Brenda Shipp  
 Print Name, Title  
 Chief Operating Officer



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 Lifelong Medical Care, Berkeley, 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 July 1, 2012 through June 30, 2015, at no cost to the District.

SCOPE OF WORK

Lifelong Medical Care will provide a maximum of 720.00 hours of services at a rate of \$ per hour for a total not to exceed \$0.00. Services are anticipated to begin on 07/01/2012 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, Lifelong Medical Care has partnered with West Oakland Middle School, Elmhurst Community Prep and Alliance Academy to help meet the medical, mental health, health education and youth development needs of students. Lifelong Medical Care 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 under served communities.

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.

Lifelong Medical Care, Berkeley, CA for the latter to 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, 5) youth development programs, 6) professional development for school stag 7) outreach to youth and their families,

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

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

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

Please select:

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

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

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



**Administration**

P.O. Box 11247  
Berkeley, CA 94712-2247  
510.981.4100  
fax: 510.981.4191

May 18, 2012

**Board of Directors**

Georgia Lacy, *Chair*  
Ron Adler, *Vice Chair*  
Tom Brown, *Treasurer*  
Nancy Threatt, *Secretary*  
Janet Howley, *Past Chair*

Mara Larsen-Fleming  
Program Manager, School Based Health Centers  
Complementary Learning  
Oakland Unified School District  
495 Jones Avenue  
Oakland, CA 94603

Jennie Alexich  
Roberta Brooks  
Dianna Chambers  
Gloria Flores-Garcia  
Chris Kiefer  
Carolyn J. Mustille  
Patricia Carson Sussman  
Judy Turiel  
Nina Walls  
Kevin Williams

Dear Ms. Larson Fleming:

Please note that fingerprint and TB clearance is required and documented for all LifeLong Medical Care staff (including AmeriCorps members) who provide on-site school based health services at OUSD schools.

Sincerely,

**Chief Executive Officer**

Marty Lynch, PhD

Brenda Shipp  
Chief Operations Officer

**Chief Operating Officer**

Brenda Shipp

**Medical Director**

Barbara Towner, MD

**Chief Financial Officer**

Rick Clark, MBA



<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> <li>• First aid/triage services to assess and treat minor illness and injury, so that students can return to class.</li> <li>• Medical, Mental Health and Health Education Services (additionally Dental Treatment will be provided at Elev8 sites). <b>Please note:</b> Given the variety of interventions aimed at increasing attendance, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness.</li> <li>• Youth Leadership Team focuses on positive youth development and advocacy around health issues (West Oakland Middle School).</li> </ul>	<ul style="list-style-type: none"> <li>• # of students treated and returned to class</li> <li>• % Student population that are clients</li> <li>• # Service and staffing hours offered by each program</li> <li>• # Clients served, by type of visit</li> <li>• # of visits by visit type</li> <li>• # COST referrals</li> <li>• # of internal/external referrals provided</li> <li>• # Youth participating in youth development programs</li> <li>• % youth development program participants that report increased protective factors and resiliency after program participation (e.g. satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.)</li> </ul>
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<ul style="list-style-type: none"> <li>• Youth Leadership Team at West Oakland Middle School provide job skills, stipends and work experience for participants and exposure to health professions.</li> </ul>	<ul style="list-style-type: none"> <li>• # Youth participating in youth development program</li> </ul>
<p>Health Services: How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> <li>• Physical exams/sports physicals</li> <li>• Diagnosis and treatment of minor illness, injury and medical conditions</li> <li>• STD screening and treatment</li> <li>• Clinical, classroom and workshop-based health education for students and families</li> <li>• Community-wide health promotion events and activities (e.g. health fairs)</li> </ul>	<ul style="list-style-type: none"> <li>• # Outreach activities conducted to inform students and staff about services</li> <li>• % Student population that are clients</li> <li>• # Service and staffing hours offered by each program</li> </ul>



	<ul style="list-style-type: none"> <li>• Health insurance enrollment</li> <li>• Referral to health and social service providers on and off-site, including referral back to Primary Care Providers (PCPs) and/or specialty providers as appropriate.</li> <li>• Case management and follow-up to ensure that students received needed services.</li> <li>• Participation in Coordination of Services Team (COST) to field and manage referrals from school community and match students with needed support services.</li> <li>• Outreach to inform students, parents and staff about services and how to refer.</li> </ul>	<ul style="list-style-type: none"> <li>• # Clients served, by type of visit</li> <li>• # of visits by visit type</li> <li>• Maintained or increased % of students enrolled in services each year</li> <li>• # of internal/external referrals provided</li> <li>• Increased % clients/students at school reporting the program helped them to get selected services that increased their access to and utilization of care</li> </ul>
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**Narrative for Board Memo: (please complete all highlighted sections)**

The School-Based Health Center Lead Agency, LifeLong Medical Care, will provide comprehensive health services during the 2011-12 school-year at West Oakland Middle School, Elmhurst Community Prep and Alliance Academy. The Lead Agency will work collaboratively with school leadership to develop health and wellness programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the school-based health center, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: Comprehensive Medical, Mental Health and Health Education Services (additionally Dental Treatment will be provided at West Oakland Middle School) will be provided to remove barriers to learning, so that students can participate more fully in school. **Please note:** Given the variety of interventions aimed at increasing the number of students graduating from high school, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness. LifeLong has also implemented a Youth Leadership Team at West Oakland Middle School, which improves protective factors and resiliency factors such as satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.

Increase School Day Attendance: LifeLong will provide first aid/triage services to assess and treat minor illness and injury, so that students can return to class. Comprehensive Medical, Mental Health and Health Education Services



(additionally Dental Treatment will be provided at West Oakland Middle School) will also be provided to remove barriers to learning, so that students can participate more fully in school. **Please note:** Given the variety of interventions aimed at increasing attendance, it is difficult to tease out the direct effect of health interventions. One of the main goals of school-based health centers is to remove barriers to learning by helping to address the underlying, health-related causes of academic failure. Research shows a positive impact from School-Based Health Centers on absences, promotion to the next grade, withdrawal/drop-out rates, disciplinary problems, failing grades and tardiness. LifeLong has also implemented a Youth Leadership Team at West Oakland Middle School, which improves protective factors and resiliency factors such as satisfaction with school experience, feeling of connectedness to people at school, goals/aspirations, etc.

Job Skills/Career readiness: LifeLong has implemented a Youth Leadership Team at West Oakland Middle School, which provides job skills, stipends and work experience for participants, as well as exposure to health professions.

Access to Health Services: LifeLong Medical Care's school-based health centers will increase access to medical, health education and youth development services, including 1) physical exams/sports physicals, 2) diagnosis and treatment of minor illness, injury and medical conditions, 3) STD screening and treatment, 4) clinical, classroom and workshop-based health education for students and families, 5) community-wide health promotion events and activities (e.g. health fairs), 6) health insurance enrollment, 7) referral to health and social service providers on and off-site, including referral back to Primary Care Providers (PCPs) and/or specialty providers as appropriate, 8) case management and follow-up to ensure that students received needed services. Additionally, SBHC staff will participate in Coordination of Services Team (COST) to field and manage referrals from school community and match students with needed support services, as well as conduct outreach to inform students, parents and staff about services and how to refer.

# EPLS

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Lifelong Medical Care  
as of 24-May-2012 3:02 PM EDT**

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**Your search returned no results.**



**COMMUNITY BASED ORGANIZATION  
Master Contract Exhibit A and B Coversheet**

Dept Name: HCSA CMSP#465 Vendor ID #: 000028398 Board PO #:

Bus Unit: HCSVC Master Contract #: 900131 Procurement Contract #: ### Budget Year: 2012

Acct #	Fund #	Dept #	Program	Subclass	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350121	37105			\$190,000.00	\$190,000.00

Contract Maximum: \$190,000.00

Procurement Contract Begin Date July 1, 2011 Expire Date: June 30, 2012

Period of Funding: From: July 1, 2011 To: June 30, 2012

Department Contact: Kimi Sakashita/Decima Molina Telephone: X53425/ x57571 QIC Code: 42501

Contract Name: Lifelong Medical Care

Contractor Address: 2344 6<sup>th</sup> Street BOS Dist. # 5  
Berkeley, CA 94710 Federal Tax ID: 94-2502308

Remittance Address: \_\_\_\_\_ Location # 10

Contractor Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contractor Contact Person: Marty Lynch Fax #: \_\_\_\_\_

Contract Service Category: School-Based health Center

Estimated Units of Service: \_\_\_\_\_

Maximum Single Payment & Exceptions: Not exceeding \$47,500.00 per quarter

Method of Reimbursement (Invoicing Procedures): Submission of quarterly invoices and quarterly reports

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$190,000.00				
Exhibit #					
Amount of Encumbrance	\$190,000.00				
File Date	July 26, 2011				
File / Item #	27509/ 14 A & B				
Reason					

Funding Source Allocation:	Federal / CFDA # ( )	State	County
			\$190,000.00

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT** Health Care Services Agency  
By \_\_\_\_\_  
Signature  
Alex Briscoe  
Print or Type Name  
Title: Agency Director  
Date: \_\_\_\_\_

**CONTRACTOR** Lifelong Medical Care  
By [Signature]  
Signature  
Marty Lynch  
Print or Type Name  
Title: Chief Executive Officer  
Date: 7/13/11

**EXHIBIT A**  
**COMMUNITY BASED ORGANIZATIONS**  
**Alameda County School Health Center Program**  
**Program Description and Performance Requirements**

Contractor	Lifelong Medical Care	Contracting Department	County Medical Services Program 465
Contract Period	July 1, 2011 – June 30, 2012	Master Agreement Number	C-900131
Exhibit Number		Encumbrance Number	

**1. Contractor & Program Names**

Lifelong Medical ("Contractor") shall ensure that funds are used to support the coordinated and integrated delivery of core services, including medical, behavioral health, health education, health promotion and youth development, to all students, regardless of insurance status, seeking health services and attending the following schools:

Name of School Health Center(s)	Name of School(s) Served & Student Enrollment*
West Oakland Middle School	West Oakland Middle School ( <i>approx. 200 students</i> )

**2. Definitions and Services :**

**School Health Centers (SHCs)**, as part of the Alameda County School Health Services Coalition, are school-based/-linked centers that provide age-appropriate, comprehensive and confidential medical, behavioral health, health education, health promotion and youth development services to youth and adolescents during and after school hours.

**School-Based Health Centers** are facilities located on school property that serve students attending the school(s) and may also include children and youth in the neighborhood.

**School-Linked Health Centers** are facilities located adjacent to or near schools but are not located on school property and may serve young people in a catchment area with multiple surrounding schools.

Designed to diminish cultural, financial and physical barriers to accessing health care, school health centers are operated by a **School Health Center (SHC) Lead Agency**.

Contractor shall serve as the **School Health Center (SHC) Lead Agency** for West Oakland Middle School Health Center, serving the schools the school community and be responsible for and provide the following:

- Oversee the overall operations of the school health center to deliver a continuum of health and wellness services to students;
- Develop and participate in service coordination with school health center staff, school staff, and other community service providers to ensure an effective and timely student referral and follow-up system; promote outreach to and linkages among service providers; and expand and increase access to health and wellness services;
- Provide an on-site coordinator supported by the necessary infrastructure;



- Develop and maintain an ongoing mechanism for obtaining youth, school and community input;
- Provide at least a one-to-one match to county core funding through other funding sources, including school, city, state, federal, private and third-party reimbursement revenue; and
- Participate in county-wide planning, coordination and evaluation to strengthen school health centers as a model for increasing universal access to health and wellness services for children and youth.

### **3. Program Goals, Results Framework, Strategies & Evaluation**

#### **A. School Health Services (SHS) Coalition Overall Goal & Results Framework**

The overall goal of the School Health Services Coalition is to improve the social-emotional, health, and education outcomes of Alameda County children and youth.

##### **Our Results Framework**

1. Students are healthy—physically, socially & emotionally.
2. Students succeed academically.
3. Students are caring, competent, engaged and prepared to succeed in college and career.
4. Families actively support their children's education and healthy development.
5. Schools are safe and healthy learning environments.
6. Institutions effectively serve the needs of the whole child.
7. Students live and learn in stable, safe and supportive communities.

#### **B. Major Strategic Goals**

As a whole, the members will collectively work toward the following goals and strategies as laid out in the Alameda County SHS Coalition Strategic Plan FY 2010-2015.

2010-2015 School Health Services Coalition Major Strategic Goals and services that shall be performed by Contractor:

1. Support the development of full service community schools, focusing in low-income schools and schools that serve a high proportion of students of color.
2. Strengthen and broaden the continuum of health supports in schools for children, youth and families
3. Build safe, healthy, and culturally-responsive school environments.
4. Integrate systems and institutions to effectively serve the needs of the whole child.
5. Leverage and grow system investments by school health partners.
6. Strengthen capacity to implement quality school health practices.
7. Address systemic and institutional barriers to achieving equity in health & education.

#### **C. Program Planning & Evaluating Outcomes**

Contractor shall, work with members of the School Health Services Coalition for services to West Oakland Middle School Health Center ("SHC"). Contractor shall be actively involved in program planning and evaluation design that lead to clinical quality assessment and improvement, including improved health outcome measures for youth, increased health care financing to support school health centers and the development of a continuum of health care to serve youth.

Contractor shall perform the following at West Oakland Middle School Health Center:

- Conduct outreach to the general school population and to specific underserved populations, including those groups identified by the School Health Services Coalition
- Provide regular reports on the number of service and staff hours, clients, and visits provided
- Shall provide the following services related to screening of, education on and/or treatment/prevention of:

- ▶ Acute and chronic diseases and injuries
- ▶ Alcohol and/or drug use
- ▶ Behavioral health
- ▶ Nutrition/physical activity
- ▶ Reproductive health
- ▶ Tobacco use
- ▶ Violence
- Conduct health promotion and youth empowerment activities
- Provide internal and external referrals and reasons for referrals
- Make efforts to improve coordination of services.

#### 4. Program Description and Requirements

Contractor shall implement the following goals and objectives in consultation and with the agreement of the school principal.

##### MEDICAL SERVICES

**Outcome:** By June 30, 2012, Contractor shall have provided services so that a minimum of 30% of the student body (N=60) will have received a medical related service from the SHC. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

Strategy	Measurement
1. Hire and/or assign medical provider to work at the SHC between 12-20 hours per week, beginning in September, 2011.	<ul style="list-style-type: none"> <li>• Report names, full-time equivalency (FTE) and duty statements in Quarterly Reports (QR).</li> </ul>
2. Hire and/or assign support staff to allow the provision of medical services in the SHC. Staff may include, but are not limited to: medical assistant, front desk staff, administrator biller.	<ul style="list-style-type: none"> <li>• Report names, FTE, and duty statements (QR).</li> </ul>
3. Provide 12-20 hours of medical services per week, as permitted under licensing regulations, to the student body throughout the school year and during summer school (if site is available) that include but are not limited to: health assessments, diagnosis and treatment of acute conditions, immunizations, first aid, family planning services and STI screening, anticipatory guidance related to healthy growth and development, identified health issues and management of health conditions, age appropriate health screenings (e.g. sexually exploited minors) and medical case management.	<ul style="list-style-type: none"> <li>• Report hours of service (QR)</li> <li>• Post signage</li> <li>• Outreach materials</li> <li>• Document services provided in Efforts to Outcomes (ETO) evaluation database</li> </ul>
4. Provide follow-up and referrals to primary care provider and/or home clinic as appropriate.	<ul style="list-style-type: none"> <li>• # of referrals made (ET)</li> </ul>
5. Provide support upon request to school providers (e.g. school nurses, school psychologists, etc.) who have referrals from mandated health screenings or initial/triennial IEP assessment with getting needed medical or dental care and follow-up.	<ul style="list-style-type: none"> <li>• Narrative report (QR)</li> <li>• Number of students served and services provided (ETO)</li> </ul>
6. Conduct eligibility screening and enrollment for Medi-Cal and other health and social programs through partnership with Alameda County Social Services Agency and other lead agency efforts	<ul style="list-style-type: none"> <li>• Number of families served (ETO)</li> <li>• Narrative report (QR)</li> </ul>
7. Collaborate with schoolsite-based nurse to provide seamless health services for students	<ul style="list-style-type: none"> <li>• Document report roles and responsibilities in Quarterly Report (QR)</li> </ul>
8. Collaborate with mental health providers to develop a seamless integration of physical medical services and behavior health	<ul style="list-style-type: none"> <li>• Narrative report (QR)</li> </ul>



services for students.	
9. Incorporate screening of academic data (e.g. discipline, attendance, grades), as available, into medical and other clinic visits.	<ul style="list-style-type: none"> <li>• Narrative report (QR)</li> </ul>

**DENTAL SERVICES**

**Outcome:** By June 30, 2012, Contractor shall have provided services so that between 50-80% of the student body (N=100-160) will have received a dental screening and assessment to identify potential dental problems. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

<b>Strategy</b>	<b>Measurement</b>
1. Conduct a minimum of 2 dental screenings days on the school campus, on dates to be determined in collaboration with the school principal and site coordinator.	<ul style="list-style-type: none"> <li>• Informational materials advertising dental screening</li> <li>• Number of students screened (ETO)</li> </ul>
2. Submit list of students needing dental treatment to Alameda County Health Insurance Technicians (HITs) for insurance screenings.	<ul style="list-style-type: none"> <li>• Excel spreadsheet submitted</li> <li>• Insurance eligibility of students identified.</li> </ul>
3. Refer indigent students needing dental treatment to the HITs for follow-up.	<ul style="list-style-type: none"> <li>• Number of students referred (ETO)</li> </ul>
4. Case manage and provide dental treatment to all students eligible for reimbursement in the SHC clinic or home clinic.	<ul style="list-style-type: none"> <li>• Number of students receiving case management services and number of students receiving dental treatment (ETO)</li> </ul>

**OUTCOME:** By June 30, 2012, Contractor shall have provided services so that a minimum of 33% of the student body (N=66) will have received full dental exams, preventative treatment and restorative treatment as needed. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

<b>Strategy</b>	<b>Measurement</b>
1. Hire and/or assign dental provider to work at the SHC between 8-20 hours per week.	<ul style="list-style-type: none"> <li>• Report name, FTE and duty statement (QR)</li> </ul>
2. Hire and/or assign support staff to allow the provision of dental services in the SHC. Staff may include, but are not limited to: dental assistant, dental hygienist, administrator biller.	<ul style="list-style-type: none"> <li>• Report name, FTE and duty statement (QR)</li> </ul>
3. Provide 8-20 hours of dental services per week, as permitted under licensing regulations, to the Elev8 student body throughout the school year and during summer school that include but are not limited to: dental assessments, examinations, preventative care, and restorative treatment services.	<ul style="list-style-type: none"> <li>• Report hours of service (QR)</li> <li>• Post signage</li> <li>• Outreach materials</li> <li>• Number of students served and services provided to students identified in need (ETO)</li> </ul>

**HEALTH EDUCATION SERVICES**

**Outcome:** By June 30, 2012, Contractor shall have provided an average of 5-15 hours per week of comprehensive, high quality health education services by trained adult and/or peer health educators. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

Topics must include nutrition and dental health education. However other topics may include but are not limited to: conflict resolution, unintentional injury prevention (the leading cause of death among young adolescents), drug and alcohol prevention, violence and dating violence prevention, nutrition & fitness, management of chronic illness such as asthma, and communication, decision making, goal-setting, and other personal/social skills contributing to overall health and wellness.

Strategy	Measurement
1. Facilitate discussions with principal, teachers, students, District staff and other providers on site regarding health education needs of the students.	<ul style="list-style-type: none"> <li>• Narrative report (QR)</li> </ul>
2. Meet with the Teen Pregnancy Prevention (TTP) staff assigned to school, and invite TPP to a SHC staff meeting to coordinate the implementation of "Making Proud Choices" curriculum.	<ul style="list-style-type: none"> <li>• Meeting Agenda</li> <li>• Collaboration plan</li> </ul>
3. Plan and implement all classroom based health education (e.g. sexual health) in collaboration with District staff, principal and classroom teachers.	<ul style="list-style-type: none"> <li>• Narrative report (QR)</li> <li>• Copies of outreach materials</li> <li>• Curriculum</li> <li>• Pre/post tests reports if applicable</li> </ul>
4. Provide 12-20 hours of clinical health education services in the SHC.	<ul style="list-style-type: none"> <li>• Number of students serviced and services provided (ETO)</li> <li>• Health Education materials</li> <li>• Narrative stating practice model used in providing clinical health education</li> </ul>

**Outcome:** Contractor shall provide at least four campus wide health promotion events and/or series. The events may target the entire campus and/or a targeted group of students.

For example, recruiting young men or young women for a topic specific educational series will count. Other activities could include but are not limited to a campus health fair, a health educational campaign focusing on a particular theme.

Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

Strategy	Measurement
1. Facilitate discussions with principal, teachers, District staff, students and other providers on site regarding health education needs of the students. Document and report the findings.	<ul style="list-style-type: none"> <li>• Narrative Report</li> </ul>
2. Plan and document each of the health events.	<ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Outreach materials</li> </ul>



	<ul style="list-style-type: none"> <li>• Photos, media</li> <li>• ETO Data</li> </ul>
3. Include outreach to Kipp for campus-wide events.	<ul style="list-style-type: none"> <li>• Narrative Reports</li> <li>• Outreach Materials</li> </ul>

**Youth Development Services**

**OUTCOME:** By September 1, 2011, Contractor shall have an active youth leadership group, that meets regularly on campus, is being trained on health content and leadership skills. The youth group shall be using their knowledge and skills by planning and delivering health education activities in their school community. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

<b>Strategy</b>	<b>Measurement</b>
1. Recruit youth to participate in SHC leadership group.	<ul style="list-style-type: none"> <li>• Narrative Report (QR)</li> </ul>
2. Train youth on leadership skill and health content.	<ul style="list-style-type: none"> <li>• Curricula</li> </ul>
3. Support the youth in taking a leadership role to plan and implement health initiatives on their school campus.	<ul style="list-style-type: none"> <li>• Narrative Report (QR)</li> <li>• Meeting Agendas</li> <li>• Number of youth participating and activities provided (ETO)</li> </ul>
4. Plan and implement a youth retreat for youth health leaders, in coordination with OFCY collaborative.	<ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Outreach materials</li> <li>• Number of youth participating and activities provided (ETO)</li> </ul>
5. Ensure that the youth can plan and deliver at least two youth led health events	<ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Photos, media</li> <li>• Number of youth participating and activities provided (ETO)</li> </ul>

**FAMILY ENGAGEMENT SERVICES**

**OUTCOME:** By June 30, 2012, Contractor will have convened and/or participated in at least four (4) family or community health related events appropriate to the school site reaching at least 20% (N= 40) of the parents/guardians of the students. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

<b>Strategy</b>	<b>Measurement</b>
1. Facilitate discussions with principal, District staff and other providers on the school to plan family and community events.	<ul style="list-style-type: none"> <li>• Narrative Report (QR)</li> </ul>
2. Take the lead on a minimum of two health-related family engagement events and partner with Family Advocate and Site Project Coordinator to conduct outreach (e.g. adolescent development, parent-child communication)	<ul style="list-style-type: none"> <li>• Narrative Report (QR)</li> <li>• Outreach materials</li> <li>• Number of participants and activities provided (ETO)</li> </ul>
3. Implement family and community events in collaboration with Family Advocate and Project Coordinator.	<ul style="list-style-type: none"> <li>• Narrative Report (QR)</li> </ul>

**ADMINISTRATIVE SERVICES**

**OUTCOME:** Between July 1, 2011 and June 30, 2012, Contractor will attend meetings to support the design and implementation of the Elev8 Oakland Initiative to work in partnership with a collaborative of public systems, including the school principal, Safe Passages, OUSD, City of Oakland and HCSA to build an integrated and seamless service system. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

Strategy	Measurement
1. Attend 80% of Health Care Agency meetings to support the development and design of SBHCs in middle schools.	• SHS Meeting Sign-In sheets
2. Participate in school site Partner meetings and other service coordination efforts with all on-site service providers (e.g. health, mental health, after-school, family engagement) to support the development of a service delivery system beyond the co-location of services to a fully integrated system of care.	• Narrative Report (QR)
3. Participate in Coordination of Services Team (COST) to field health-related referrals.	• Narrative Report (QR)
4. Participate in Elev8 Oakland Initiative wide activities	• Narrative Report
5. Complete monthly data reports for Elev8 Evaluation	• Reports to and in format as requested by UCSF
6.	•
7. Develop Letters of Agreements (LOAs) and Professional Services Contracts (PSCs) in partnership with school and District.	• LOA • PSC
8. Participate in Integration Quality Improvement Collaborative	• QI Cycle Workplan
9. Coordinate with OUSD to address emerging health needs (e.g. administration of Pertussis vaccine)	• Narrative Report (QR)

**OUTCOME:** Between July 1, 2011 and June 30, 2012, Contractor will complete all Efforts to Outcome (ETO) data by the 5<sup>th</sup> of every month. Contractor shall provide services as set forth in the Strategy column and provide reports including specific information as set forth in the Measurement column.

Strategy	Measurement
1. Complete monthly data reports for Elev8 Evaluation	• UCSF monthly reporting
2. Ensure all the appropriate SHC staff are trained on ETO by UCSF	• UCSF training sign-in sheets
3. Communicate with UCSF in a timely manner regarding any issues with ETO	• UCSF tracking log

**B. Contractor shall attend and actively participate in the following key meetings:**

- i. SHS Coalition's School Health Conference.
- ii. Participate in at least 80% of the monthly Oakland Provider meetings (regularly scheduled for the third Tuesday from 11:30AM to 1:30PM each month) by sending a representative and respond to any follow-up requests in a timely manner. If unable to attend meeting, please notify School Health Services Coalition at least 24 hours prior to the meeting.



**C. Contractor shall fully cooperate with Coalition Evaluators and participate in the process and outcomes evaluation including the following:**

i. Participate in the following mandatory evaluation data collection methods: **ETO Software** and **California Healthy Kids Survey Custom Health Care Module**. The **Youth Program Post Surveys** are an optional evaluation data collection method, which Contractor shall do at the request of Alameda County Health Care Services Agency ("HCSA").

a. **Effort to Outcomes (ETO) Software**

The Alameda County School Health Services (SHS) Coalition's client database system is a web-based software called Effort to Outcomes (ETO) by Social Solutions. ETO is designed to facilitate a more effective data monitoring and reporting system for the both the SHC site and Coalition-wide evaluation to drastically improve data entry speed by having screens that more closely match the encounter forms and allowing more trained staff to support data entry on multiple computers. Individual, client-level data, including client names, date of birth, and demographic information, shall be collected and entered into the database by Contractor. The SHS Coalition, on behalf of its members, will enter into a Business Associate Agreement with the database vendor Social Solutions that specifically details how data will be protected, stored and handled in accordance with HIPAA guidelines. Contractor is responsible for entering into any Business Associate Agreements directly.

As conditions of funding, Contractor shall:

- ▶ Collect and input data for all SHC clients for visits into ETO. All data entry shall be completed no later than the 5<sup>th</sup> of every month.
- ▶ School Health Center ETO Encounter Forms Include:

<b>Form</b>
Client Service Form
Student and School Community Activity Log
First Aid Log
Community Functioning Evaluation Form

\*Contractor's use of incorrect or old versions of above evaluation forms will result in fund reduction.

- ▶ Determine which members of the SHC and lead agency have access to the ETO database and their levels of access. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by ETO.
- ▶ Develop and enforce strict confidentiality regulations and procedures to prevent risks, discomforts or inconveniences for the clients whose personal data are collected and avoid unauthorized disclosure or other compromise of personal data.
- ▶ Assign data entry staff, that is properly trained on HIPPA and other relevant law and regulations, that will assume primary responsibility for entering all ETO data and inform HCSA and UCSF as soon as possible of any new hires for data entry before those persons are given access to ETO. All staff that will be using the ETO software must be trained by the UCSF ETO training coordinator prior to using the software.

Use of the ETO software will also allow the Coalition's External Evaluator to conduct service quality assessment and improvement research on the Coalition's services. Data from ETO will be shared with the External Evaluator for these purposes in accordance with the HIPAA Privacy Rule. The Coalition Evaluator will not use and will prohibit others from using or disclosing the evaluation data set, except for research,

analysis and aggregate statistical reporting, as permitted by Data Sharing Agreements between the Coalition and the External Evaluator. Furthermore, the Evaluator will not use or disclose any data that are individually identifiable under HIPAA, except as permitted under the Data Sharing Agreement.

**b. California Health Kids Survey Custom Health Care Module**

Contractor shall coordinate the *California Healthy Kids Survey (CHKS) Custom Health Care Module* administration at SHC. The *CHKS Custom Health Care Module* is designed to elicit information about students' health care needs and service utilization, as well as their satisfaction with and perceived impact of the health center services. This custom module is administered in all Alameda County schools with school health centers. The data collected in this survey is used to better understand students' health risks and service needs to improve programming.

**OPTIONAL:**

**c. Youth Program Post Survey**

Administering Youth Program Post Surveys is an optional evaluation activity. If Contractor opts to administer these surveys, they should be administered to participants of SHC-sponsored youth development programs during their last day of participation in the program. This survey is designed to collect data on how the SHC-sponsored youth development programs have impacted the participants' leadership skills, academic performance and connectedness to their peers and school staff, and will provide important feedback on how the programs can be improved. Youth Program Post Surveys must be submitted to UCSF by July 15, 2011.

- ii. Contractor's use of incorrect or old versions of above evaluation forms will result in fund reduction.
  - iii. Contractor will participate in the administration of the **School Health Services Sustainability Assessment Tool** designed to help determine ways in which school health services are achieving meaningful self-sustainability outcomes. The Sustainability Assessment Tool covers a broad set of dimensions of sustainability, including service levels, integration, dissemination and diffusion, funding and other perspectives. SHS Coalition and its evaluators are scheduled to administer this tool in spring 2011.
- D. Communication and coordination are fundamental to Coalition membership and key to successful fund development. Contractor shall not seek the same grants from corporations or foundations as the SHC Fund without the prior knowledge of the School Health Services Coalition staff. In the event that the SHC, its sponsor or provider partners seek the same grants/funding, the SHC will notify the School Health Services Coalition staff in writing as per the Fund Development Protocol**
- E. Contractor shall submit required data quarterly to School Health Services Coalition staff as specified in Number 6 below.**
- F. Contractor shall provide additional agreed upon services as other funding emerges.**
- G. Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to the Health Insurance Portability and Accountability Act**
- I. Communication is vital in our collective work with schools. In matters related to SHC(s), Contractor and School Health Services Coalition staff shall notify and inform each other about communication with school board, district and school site staff.**



**5. 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 (including up to 20 hours of medical/dental services). Prior to any change in hours in accordance with need, notice will be given of the change in hours of operation and must be preapproved by the School Health Services Coalition . Summer hours are to be determined.

**6. Reporting Requirements**

Contractor shall provide the School Health Services Coalition staff with one electronic copy and one hard copy of the quarterly report and ETO reports for the preceding three months utilizing Quarterly Report template along with the invoice. Contractor shall provide the Coalition Evaluators with one electronic copy of the quarterly report and ETO reports for the preceding three months. Quarterly reports and invoices are due on:

- October 15, 2011 (for the period covering July 1, 2011 through September 30, 2011)
- January 15, 2012 (for the period covering October 1, 2011 through December 31, 2011)
- April 15, 2012 (for the period covering January 1, 2012 through March 31, 2012)
- July 15, 2012 (for the period covering April 1, 2012 through June 30, 2012)

If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact School Health Services Coalition staff and Coalition Evaluators with the reason for delay and the estimated date for report completion. It is within the discretion of School Health Services Coalition to extend any due date. Lack of notification or failure to meet a deadline will result in fund reduction.

**7. Quality Assurance & Monitoring Requirements**

Alameda County representatives may perform site visits to directly observe operations at any contractor School Health Center with 48-hour notification. In the performance of site visits, County representatives shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work and will not interfere with patient care.

- i. The scope of review may include, but is not limited to: availability and accessibility of care; waiting time for appointments and services; review of third-party billing and reimbursement; and utilization review.
- ii. All medical records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as required for public health related conditions and as provided under HIPAA exclusion.
- iii. All business records related to services rendered under this Exhibit A, shall be accessible to County for inspection and audit as a part of the administrative monitoring and evaluation.
- iv. County representatives will maintain the confidentiality of any patient records or protected health information made available to them pursuant to this Exhibit A in accordance with all applicable state and federal statutes and regulations relating to confidentiality.

**8. Certification/Licensure**

- i. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides, including but not limited to the California Health and Safety Code, Division 2 and Title 22 and Title 17 of the California Code of Regulations, or successors thereto.

- ii. Contractor will maintain certification to participate in the Medicare and Medi-Cal programs under Titles 18 and 19 of the federal Social Security Act and/or all other such future programs necessary to fulfill its obligations under this Exhibit A.
- iii. Contractor shall notify School Health Services Coalition staff immediately by telephone and in writing within five days, when there is a change in the license and/or certification of any program, service, department, or facility providing services under this Exhibit A.

**9. Target Population**

Health services are provided to all students that seek health services with an emphasis on at-risk students.

**10. Service Area/Delivery Site**

West Oakland Middle School, 991 – 14<sup>th</sup> Street, Oakland, CA

**11. Service Criteria**

Services must be provided to all students regardless of ability to pay or health insurance.

*[Handwritten notes and signatures]*



**EXHIBIT B**  
**COMMUNITY BASED ORGANIZATIONS**  
**Alameda County School-Based Health Center Fund**  
**Budget and Terms & Conditions of Payment**

<b>Contractor</b>	<u>Lifelong Medical Care</u>	<b>Contracting Department</b>	<u>County Medical Services Program 465</u>
<b>Contract Period</b>	<u>July 1, 2011 – June 30, 2012</u>	<b>Master Agreement Number</b>	<u>C-900131</u>
<b>Exhibit Number</b>	<u></u>	<b>Encumbrance Number</b>	<u></u>

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**I. Budget Related:**

A. Composite Budget Summary and Detail (*See Attachment I: SHC Budget*)

**II. Terms and Conditions of Payment**

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$190,000.00**. Funds shall be used solely in support of the School Health Center (SHC) operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from School Health Services Coalition staff.
2. Contractor shall invoice County for actual expenses incurred, not exceeding **\$47,500.00** per quarter, without approval from School Health Services Coalition staff. The fourth quarter invoice shall reflect actual expenses incurred, not exceeding the remaining balance of the contract. After review, School Health Services Coalition staff must sign off on invoice for payment.
3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of invoice, submission of acceptable quarterly status and Efforts to Outcome (ETO) reports as defined in Exhibit A of this Agreement and any other back up documentation as requested.
4. Contractor shall claim no more than 10% of charges for administrative overhead costs.

B. Invoicing Procedures:

Contractor shall invoice County quarterly. **Invoice, with an original signature, must be accompanied by required quarterly report.** Invoices should be sent to:

Alameda County Health Care Service Agency  
ATTN: School Health Services/Kimi Sakashita  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

Attachment I: Detail Budget  
 West Oakland Middle School  
 July 1, 2011 - June 30, 2012  
 Agency: Lifelong Medical Care

Expenses	Monthly Salary	% FTE (total)	% FTE (Elev8 Project)	# Months	Total Costs	Total Project Budget				
						Elev8 Request \$190,000	Other Funding Source - LifeLong In kind	Other Funding Source - Tides	Other Funding Source - OFCY	Other Funding Source - Bechtel
<b>Personnel</b>										
Adolescent Services Coordinator	\$ 3,500	100%	25%	12	\$ 42,000	\$ 10,500			\$ 6,300	\$ 25,200.0
Family Involvement Specialist	\$ 3,500	100%	0%	12	\$ 42,000	\$ -		\$ 42,000		
MD	\$ 15,000	5%	5%	12	\$ 9,000	\$ -	\$ 9,000			
Billing	\$ 3,083	20%	20%	10	\$ 6,166	\$ -	\$ 6,166			
Medical Assistant/Front Desk	\$ 2,800	75%	75%	10	\$ 21,000	\$ 21,000				
Nurse Practitioner	\$ 6,933	50%	50%	10	\$ 34,665	\$ 34,665				
Dentist	\$ 10,917	20%	20%	10	\$ 21,834	\$ 21,834				
Dental Director	\$ 10,459	3%	3%	10	\$ 3,138	\$ 3,138				
Dental Assistant	\$ 3,155	20%	20%	10	\$ 6,310	\$ 6,310				
Manager of School Health Services	\$ 4,583	30%	10%	12	\$ 16,499	\$ 5,500		\$ 5,499.60	\$ 2,750	\$ 2,750
Chief Operating Officer	\$ 8,585	3%	3%	12	\$ 3,091	\$ -	\$ 3,091			
Senior Health Planner	\$ 5,500	15%	5%	12	\$ 3,300	\$ 3,300	\$ 6,600.0	\$ 6,600.0		
<b>Subtotal Personnel</b>			236%		\$ 209,002	\$ 106,246	\$ 24,857	\$ 54,100	\$ 9,050	\$ 27,950
Benefits @ .27 %			27.0%		\$ 56,431	\$ 28,687	\$ 6,711	\$ 14,607	\$ 2,443	\$ 7,546
<b>Total Personnel</b>					\$ 265,433	\$ 134,933	\$ 31,568	\$ 68,708	\$ 11,493	\$ 35,496
<b>Operations (Non-Personnel)</b>										
Medical/Dental Supplies					\$ 8,000	\$ 8,000				
Office Equipment								\$ 1,000		
Office Supplies					\$ 2,294	\$ 2,294		\$ 743		
Education Materials (printing, translation, etc.)					\$ 3,000	\$ 3,000			\$ 462	
Local Travel/Parking					\$ 1,500	\$ 1,500				
Outreach Materials					\$ 3,500	\$ 3,500				
Incentives					\$ 3,500	\$ 3,500			\$ 2,000	
Youth Retreat					\$ 1,500	\$ 1,500				
Staff Training/Conferences					\$ 2,000	\$ 2,000				
Other Family Engagement Resources								\$ 33,000		
Community Stipends					\$ 4,000	\$ 4,000		\$ 8,000		
Food					\$ 3,500	\$ 3,500				
Garden/other										\$ 12,124
Youth Stipends					\$ 5,000	\$ 5,000			\$ 3,000	
<b>Total Operations</b>					\$ 37,794	\$ 37,794	\$ -	\$ 42,743	\$ 5,462	\$ 12,124
Indirect Costs @ .10 % (Maximum 10%)	10.0%		10%		30,323	17,273	3,157	5,572	2,543.00	2,380.99
<b>GRAND TOTAL</b>					333,549	\$ 190,000	\$ 34,724	\$ 117,022	19,497.80	50,000.79



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<b>Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:                         <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	

## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.


Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit D, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Lifelong Medical Care

PRINCIPAL: Marty Lynch TITLE: Chief Executive Officer

SIGNATURE:  DATE: 9/10/14



**HIPAA Protection of Information  
Mutual Receiving Party Agreement**

This HIPAA Protection of Information/Mutual Receiving Party Addendum ("Addendum") supplements and is made a part of the agreement ("Agreement") by and between CONTRACTOR and COUNTY, and is effective as of the date of this Agreement.

**RECITALS**

A. CONTRACTOR is Lifelong Medical Care doing business in the state of California. CONTRACTOR wishes to conduct transactions involving the receipt from and disclosure of information to COUNTY.

B. COUNTY has an obligation to ensure the provision of school-based/linked medical, behavioral health, health education and health promotion services through youth development framework to all students, regardless of insurance status, seeking health services, as promulgated by the Alameda County Health Services Agency School Health Services Coalition SBHC Master Agreements. COUNTY wishes to conduct transactions involving the receipt from and disclosure of information to CONTRACTOR.

C. Some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. A violation of such a legal requirement may lead to criminal or civil penalties or other harm or damages.

D. CONTRACTOR and COUNTY may either disclose protected information and other information to or receive protected information and other information from each other pursuant to this Addendum. The provisions applicable to a party will vary depending upon whether the party is a Receiving Party ("Receiving Party") or a Disclosing Party ("Disclosing Party") in any given Transaction.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties therefore agree as follows:

**Regulatory References**

All references to regulatory sections, parts and subparts to this Addendum are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

**Definitions**

Capitalized terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms as defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of the Agreement, this Addendum and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of the Agreement and/or this Addendum are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of the Agreement and/or this Addendum shall control. All regulatory references in the Agreement and/or this Addendum are to the HIPAA Privacy Rules unless otherwise specified.

- (a) *Receiving Party.* Receiving Party shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 Code of Federal Regulations Section 160.103. Receiving Party shall, but is not limited, to mean Contractor.
- (b) *Disclosing Party.* Disclosing Party shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103. Disclosing Party shall, but is not limited to mean the County of Alameda, Health Care Services Agency, a part of the County of Alameda "hybrid entity", subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (c) *Individual.* Individual shall have the same meaning given to such term as in 45 Code of Federal Regulations Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- (d) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (e) *Protected Health Information.* "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Receiving Party from or on behalf of Disclosing Party.
- (f) *Designated Record Sets.* "Designated Record Sets" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 Code of Federal Regulations Section 160.501.
- (g) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in 45 Code of Federal Regulations Section 164.501.
- (h) *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

#### **Permitted Uses and Disclosures**

- (i) *Permitted Uses.* Receiving Party shall not use PHI except for the purpose of performing Receiving Party's obligations under the Agreement and as permitted under the Agreement and/or this Addendum and by 45 CFR § 164.504(e)(4).

Receiving Party shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by Disclosing Party.

- (j) *Permitted Disclosures.* Receiving Party shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule if disclosed by Disclosing Party, except that Receiving Party may disclose PHI in a manner permitted pursuant to the Agreement and/or this Addendum or as Required by Law or as permitted by 45 CFR § 164.504(e)(4).



- (k) *Appropriate Safeguards.* Receiving Party shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by the Agreement and/or this Addendum.
- (l) *Reporting of Improper Use or Disclosure.* Receiving Party shall report to Disclosing Party in writing of any use or disclosure of PHI otherwise than as provided for by the Agreement and/or this Addendum within five (5) business days of becoming aware of such use or disclosure.
- (m) *Receiving Party's Agents.* Receiving Party shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to Receiving Party with respect to such PHI.
- (n) *Access to Protected Information.* Receiving Party shall make PHI maintained by Receiving Party or its agents or subcontractors in Designated Record Sets available to Disclosing Party for inspection and copying within ten (10) days of a request by Disclosing Party to enable Disclosing Party to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

#### **Obligations and Activities of Receiving Party**

- (o) Receiving Party acknowledges and agrees that all PHI that is created or received in any form (including paper record, oral communication, audio recording and electronic display) by Receiving Party on Disclosing Party's behalf or is created or received in any such form by Disclosing Party or its operating units and disclosed or made available to Receiving Party pursuant to the Agreement and/or this Addendum shall be subject to these additional provisions and to the provisions of the Privacy Rule as currently written or subsequently amended. In the event of a conflict between the terms of this Addendum and the provisions of the Privacy Rule currently in effect, the provisions of the Privacy Rule shall control.
- (p) Receiving Party may use or disclose PHI as follows:
  - (i) Receiving Party provides services for the Disclosing Party that involves the use of PHI which services are described in the Agreement. Except as otherwise specified herein, Receiving Party may use PHI to the limited extent necessary to perform its obligations as set forth in the Agreement. In so doing, Receiving Party may disclose PHI for the purposes authorized by the Agreement to its employees and to its subcontractors and agents in conformity with the provisions of paragraph (g) below. Uses and disclosures of PHI in connection with the performance of functions, activities, or services for, or on behalf of, Disclosing Party as specified in the Agreement, are permitted provided that such uses or disclosures would not violate the Privacy Rule if done by Disclosing Party.
  - (ii) Receiving Party agrees may use and disclose PHI as permitted in Sections 164.502(j)(1) and 164.504.
- (q) Receiving Party agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.

- (r) Receiving Party agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
- (s) Receiving Party agrees to mitigate, to the extent practicable, any harmful effect that is known to Receiving Party of a use or disclosure of PHI by Receiving Party in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Receiving Party do not cause Receiving Party to breach the terms of the Agreement and/or this Addendum.
- (t) Receiving Party agrees to report to Disclosing Party any use or disclosure of the PHI, of which it becomes aware, that is not directly related to Receiving Party's performance of the Scope of Work set forth in Exhibit A of the Agreement. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic protected health information.
- (u) Receiving Party agrees to ensure that any employee or agent, including a subcontractor, to whom it provides PHI received from, or created or received by Receiving Party on behalf of Disclosing Party, agrees to the same restrictions and conditions that apply through this Agreement to Receiving Party with respect to such information. Receiving Party shall not subcontract with respect to the Agreement without the advanced consent of Disclosing Party.
- (v) Receiving Party agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Receiving Party on behalf of Disclosing Party available to the Disclosing Party, or at the request of the Disclosing Party to the Secretary, in a time and manner designated by the Disclosing Party or the Secretary, for purposes of the Secretary determining Disclosing Party's compliance with the Privacy Rule. Receiving Party further agrees that upon writer request, it will make available during normal business hours at Receiving Party's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Disclosing Party within a reasonable time period for purposes of enabling the Disclosing Party to determine Receiving Party's compliance with the terms of this Agreement.
- (w) To the extent Receiving Party is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Receiving Party shall do so solely by way of coordination with Disclosing Party.
- (x) Receiving Party agrees to document such disclosures of PHI and information related to such disclosures as would be required for Disclosing Party to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Section 164.528. Receiving Party agrees to provide to Disclosing Party or an individual, in the time and manner designated by Disclosing Party, such documentation and other related information to permit Disclosing Party to respond to a request by an individual for an accounting or disclosures of PHI in accordance with Section 164.528.
- (y) A breach by Receiving Party of any material provision of this Addendum, as determined by Disclosing Party, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Disclosing Party pursuant to Section (termination for breach section) of the Agreement.



- (z) Notwithstanding the termination provisions of the Agreement, if Disclosing Party knows of a pattern of activity or practice of Receiving Party that constitutes a material breach or violation of the Receiving Party's obligations under the provisions of the Agreement, this Addendum, or another arrangement and does not terminate the Agreement pursuant to Subsection (y) of this Addendum, the Disclosing Party shall take reasonable steps to cure such breach or end such violation, as applicable. If Disclosing Party's efforts to cure such breach or end such violation are unsuccessful, Disclosing Party shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Disclosing Party shall report Receiving Party's breach or violation to the Secretary.

#### **Obligations upon Termination or Expiration of Agreement**

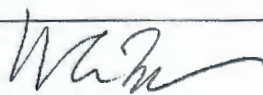
- (aa) The term of this Addendum shall commence as of the compliance date of the Privacy Rule, and shall terminate when all of the PHI provided by Disclosing Party to Receiving Party, or created or received by Receiving Party on behalf of Disclosing Party, is destroyed or returned to Disclosing Party, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Subsection (cc), below.
- (bb) Disclosing Party has the right to terminate the Agreement as set forth in the Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of the Agreement, Receiving Party shall return or destroy all PHI received from Disclosing Party, or created or received by Receiving Party on behalf of Disclosing Party. This provision shall apply to any and all PHI that is in the possession of subcontractors or agents of Receiving Party. Receiving Party shall retain no copies of the PHI.
- (cc) In the event that Receiving Party determines that returning or destroying the PHI is infeasible, Receiving Party shall provide to Disclosing Party notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Receiving Party shall extend the protections of the Agreement and/or this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Receiving Party maintains such PHI.

#### **Miscellaneous**

- (dd) *Regulatory References.* A reference in the Agreement and/or this Addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (ee) *Amendment.* The Parties agree to take such action as is necessary to amend the Agreement and/or this Addendum from time to time as is necessary for Disclosing Party to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (ff) *Survival.* In addition to the provisions with respect to survival as set forth in the Agreement and/or this Addendum, the following shall apply:

The respective rights and obligations of Receiving Party with respect to PHI in the event of termination, cancellation or expiration of the Agreement and/or this Addendum shall survive said termination, cancellation or expiration of the Agreement and/or this Addendum, and shall continue to bind Receiving Party, its agents, employees, contractors and successors as set forth herein.

- (gg) *Third Parties.* Except as expressly or implicitly provided herein or as expressly stated in the Privacy Rule, the parties to the Agreement and/or this Addendum do not intend to create any rights in any third parties.
- (hh) *Preemption.* The provisions of the Agreement and/or this Addendum are intended to establish the minimum requirements regarding Receiving Party's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Receiving Party's use and disclosure of confidential information related to the performance of this Agreement.
- (ii) *Interpretation.* Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Disclosing Party to comply with the Privacy Rule.

<b>Name of Contractor</b>	Lifelong Medical Care
<b>Signatory</b>	Marty Lynch
<b>Signature</b>	
<b>Title</b>	Chief Executive Officer





LIFEMED-01

PATRA7

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2012

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

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

PRODUCER License # 0522024 Chapman PO Box 5455 Pasadena, CA 91117-0455	CONTACT NAME:	
	PHONE (A/C, No., Ext): 1 (626) 405-8031	FAX (A/C, No.): 1 (626) 405-0585
	E-MAIL ADDRESS:	
INSURED  LifeLong Medical Care PO Box 11247 Berkeley, CA 94712-2247	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nonprofits' Insurance Alliance of California	NAIC #
	INSURER B : NORCAL Mutual Insurance Co.	33200
	INSURER C :	
	INSURER D :	
	INSURER E :	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	201128735NPO	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		201128735NPO	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab		610401	4/1/2012	4/1/2013	Per Claim 1,000,000
B	Professional Liab		610401	4/1/2012	4/1/2013	Aggregate 3,000,000

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

- o Professional Liability: Sexual Misconduct coverage included
- o Professional Liability: Policy Retroactive date 07/01/86

Oakland Unified School District is included as additional insured for General Liability, but only as respects the operations of the named insured and the Oakland Universal Access in Schools Initiative.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

07/12/11

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 <b>Chapman</b> License #0522024 P. O. Box 5455 Pasadena, CA 91117-0455	626-405-8031 626-405-0585	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>LIFEL-1</b>	FAX (A/C, No):
INSURED <b>LifeLong Medical Care</b> PO Box 11247 Berkeley, CA 94712-2247	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: <b>US Fidelity &amp; Guarantee</b>	
		INSURER B:	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	<b>D250W00115</b>	<b>07/13/11</b>	<b>07/13/12</b>	<b>X</b> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENC  Evidence of Coverage	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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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) [renee.mcmeam@ousd.k12.ca.us](mailto:renee.mcmeam@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Lifelong Medical Care	Agency's Contact	Brenda Shipp		
OUSD Vendor ID #	1005416	Title	Chief Operating Officer		
Street Address	P.O. Box 11247	City	Berkeley	State	CA Zip 94712
Telephone	(510) 981-4100	Email (required)	bshipp@lifelong.org		
Contractor History	Previously been an OUSD contractor? <input checked="" 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	07/01/2012	Date work will end	06/30/2015	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)	720.00		

## 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 District		5825	\$
			5825	\$
			5825	\$
Requisition No. (required)			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.

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

1.	<b>Administrator / Manager</b> (Originator)	Name	Mara Larsen-Fleming	Phone	(510) 639-3338
	Site / Department	922/Family, Schools, and Community Partnerships		Fax	639-4807
	Signature	<i>Mara Larsen-Fleming</i>		Date Approved	5/30/2012
2.	<b>Resource Manager</b> , 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)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Savick</i>		Date Approved	5/30/12
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>			Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	
	Signature	<i>Maria Jones</i>		Date Approved	6-7-2012
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number		

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