



**AGREEMENT BETWEEN:
LA CLÍNICA DE LA RAZA, INC.
AND
MOUNT DIABLO UNIFIED SCHOOL DISTRICT**

This agreement is made as of the _____ day of _____, 2009 by and between the Mt. Diablo Unified School District, hereafter known as the “District” and La Clínica De La Raza, Inc., hereafter known as “La Clínica”, with its principal place of business being:

2100 Monument Blvd., Suite 8
Pleasant Hill, CA 94523
925-363-2000

This Agreement will become effective on February 24, 2010

La Clínica was incorporated as a non-profit 501 (c) (3) organization in 1993. La Clínica expanded its services to include school-based prevention services in Contra Costa County in 2004. La Clínica has an established record of working in partnership with schools and community agencies to prevent family violence through a wide range of prevention services and residential shelter programs for women and children affected by domestic violence.

At this time, there is a shortage of Spanish speaking professionals in the health care services industry across medical professions. If this partnership is approved, La Clínica staff will implement the Youth Promotores Program (YPP) at designated district schools in order to encourage students to pursue careers in the medical profession / health care industry. La Clínica has successfully implemented YPP in public schools for the past four years. The YPP program provides informational and support services to encourage youth to pursue careers in the medical profession. La Clínica provides extensive training for Health Educator Supervisors and Health Educators (Promotores) who oversee and provide services for youth respectively. With parent permission, La Clínica staff members will offer informational services for students in individual and small group settings described in Appendix A. Informational services will instruct students regarding the steps necessary to pursue higher education opportunities leading to a career in the health care industry.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, La Clínica and the District agree as follows:

La Clínica services must meet District expectations and La Clínica relative to the extent, quality, and kind of services provided. La Clínica will be responsible for ensuring that the extent, kind and quality of services performed will be consistent with the La Clínica provider’s training, education, and experience. The District reserves the right to monitor and direct La Clínica services to ensure efficient use of resources and performance to district satisfaction. Should concerns arise about the La Clínica provider or services provided, the District may counsel the La Clínica provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the La Clínica provider at any time during, not subject to the termination provisions set forth in this agreement.

CRIMINAL RECORDS CHECK / TUBERCULOSIS TESTING

Each La Clínica provider shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. La Clínica and the District shall not permit La Clínica providers to have any direct contact with District pupils or families until such time as the District has verified that each La Clínica provider has not been convicted of a felony, as defined in Education Code §45125.1. Each La Clínica provider must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families. La Clínica is responsible for all costs related to fingerprinting and TB testing.

RELATIONSHIP OF THE PARTIES

La Clínica enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstance shall La Clínica providers or La Clínica supervisors be considered an employee of the District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the La Clínica workshop instructor or his/her supervisor look to the District as an employer. La Clínica providers shall not be entitled to any benefits accorded to the District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. La Clínica providers receive no salary or benefits from the District. In consideration of La Clínica provider status, La Clínica provider will not be assigned extraordinary duties or committee responsibilities. La Clínica agrees that La Clínica provider(s) may not displace District employees in any function or capacity.

RESPONSIBILITIES

La Clínica providers will provide informational services and lead trainings at school sites assigned by the District. La Clínica will designate a trained and qualified staff member with experience working in public schools. The school principal or principal's designee will support the La Clínica provider(s) in their assignments at each school site. Each La Clínica provider will communicate regularly with the principal or principal's designee. In the event that an urgent or emergency circumstance is encountered by a La Clínica provider (i.e. required CPS report, hospitalization evaluation, safety concerns, etc.) the La Clínica provider will immediately contact the principal of the school or a school administrator in person or by phone, and subsequently contact the La Clínica supervisor. Principal or principal's designee will make final determination of the La Clínica provider schedule and may solely make changes to schedule(s) as needed to accommodate the needs of the students and school. The La Clínica provider and La Clínica supervisor will inform the principal or principal's designee of any proposed changes in the La Clínica provider's schedule. La Clínica is responsible for La Clínica provider(s) performing all duties set forth in Appendix A. Failure to comply with the duties set forth in Appendix A, or any part of this agreement, may be considered breach of contract.

TERM

This Agreement will remain in effect and only terminate as set forth below. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its

provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party if no cure is effective. Termination shall be effective immediately upon transmission of said notice.

CONFIDENTIALITY

La Clínica providers and La Clínica supervisor's will comply with confidentiality law and District policy as it pertains to securing, orally sharing, copying or recording confidential information and records for any individuals and families about whom information is obtained. La Clínica provider(s) will restrict requests for access to District and other agencies' confidential information and records; and limit sharing of confidential information to those authorized to formulate and implement a case specific service plan as specified in WIC 1989.40 and WIC 1898.45. La Clínica agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. La Clínica acknowledges that the unauthorized release of confidential information is not only a breach of this agreement, but also may result in civil/criminal liability and penalties (i.e. \$10,000), court costs, and reasonable attorney fees to be paid by La Clínica.

La Clínica provider(s) shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which La Clínica providers obtain in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees, projects, files or ideas. La Clínica provider(s) are prohibited from removing or disclosing any confidential information from the District's premises. Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor when groups of minors are depicted. Written permission must likewise be obtained from the District prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual or groups of students. At the conclusion of services, La Clínica provider(s) shall provide District staff members with a written summary of services provided. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District staff.

INDEMNIFICATION

La Clínica shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless La Clínica and La Clínica officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that La Clínica may incur or suffer and that arise, result from, or are related to any breach or failure of a La Clínica provider to perform any of the services and agreements contained in this Agreement.

CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties and shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

RULES AND REGULATIONS

All results and regulations of the Mt. Diablo Unified Board of Education and all Federal, State, and local laws, ordinances and regulations are to be observed strictly by the La Clínica providers pursuant to this Agreement. Failure by either party to comply with the provisions set forth in this agreement can be considered a material breach.

AFFIRMATIVE ACTION / NON-DISCRIMINATION

Mt. Diablo Unified School District seeks to hire and promote individuals, recruit volunteers and provide services to individuals without regard to race, creed, color, gender, sexual orientation, disability, marital status, veteran status, national origin, age or physical disability as referenced by Board Policies 4030 (Non-Discrimination In Employment), 0410 (Non-Discrimination In District Programs and Activities), 5145.3 (Non-Discrimination/Harassment), 1240 (Volunteer Assistance). La Clínica shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry, or national origin.

NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission.

Appendix A

La Clínica

- With permission of the school principal or principal's designee as well as the administrator and coordinator of the school's after school program, La Clínica staff will hold outreach meeting after school to introduce the YPP program to students.
- La Clínica staff will provide informed consent forms in English and Spanish to parents / guardians and obtain written permission to provide services before providing services to any student. No student may participate in any activity or services provided by La Clínica without a completed written parent permission form on file.
- La Clínica staff will request written parent / legal guardian permission to exchange information with school personnel for each student in the YPP program.
- Students who enroll in the YPP program will meet after school twice a week to participate in informational meetings and discussions.
- Informational meetings will include guidance and discussion regarding professionalism; professional attire; information about the colleges, universities, and professional education programs leading to careers in the health care industry; scholarship opportunities for higher education, the higher education application requirements and process. The importance of school attendance and academic achievement will be emphasized.
- YPP meetings will provide an opportunity for students to share personal long-term and short-term goals related to education, college and career. YPP meetings will provide support and encouragement for students to do well in school.
- La Clínica staff will periodically meet individually with students to answer questions about higher education, assist to complete college applications, assist to complete financial aid applications, assist to complete scholarship applications, help to prepare resumes and employment applications, and to review the student's progress toward his/her goals. La Clínica staff will role model professionalism.
- La Clínica staff will work with students to prepare and co-lead presentations in classrooms; teachers voluntarily sign up for 20 minute classroom presentations.
- Students in the YPP program will be assisted to prepare presentations to provide information to other students about pursuing careers and working in the health care industry.
- With parent permission, La Clínica staff will facilitate opportunities for students to volunteer in health industry related activities after school hours. This is an independent activity run by La Clínica with which the District has no involvement.
- Student or family participation in La Clínica services is completely voluntary. A student, parent or legal guardian may discontinue participation in the YPP program at any time by communicating this verbally or in writing to staff or a school site administrator; La Clínica staff will inform the principal or principal's designee if this occurs.
- With parent permission, La Clínica staff will provide the principal or principal's designee with a written summary of services provided to each student at the conclusion of services or at the end of each school year.
- La Clínica staff will submit a request for permission to use school facilities to hold an evening event for parents to learn about the YPP program and support their children's participation in the program.
- La Clínica staff will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.

- Provider(s) will maintain timely and accurate records.
- Provider(s) will maintain student and family confidentiality.

District Responsibilities:

- Principal or principal’s designee will provide provider(s) information regarding the programs and resources available for students at the school.
- Principal or principal’s designee will ensure time and space for YPP meetings.

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.

CONTRACT MANAGEMENT

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year written above.

LA CLÍNICA DE LA RAZA

La Clínica representative for all contractual matters:

Jane Garcia, Executive Director

Date

Mt. Diablo Unified School District

Authorized Signature

Date

Printed Name

Title