Board Office Use: Legislative File Info.	
File ID Number	18-1986
Introduction Date	10/24/18
Enactment Number	18-1655
Enactment Date	10/24/18 os

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson, Superintendent

Board Meeting Date *(To be completed by Procurement)* _____

Subject Contract Agreement - Prescott-Joseph Center for Community Enhancement, Inc. (contractor) - 968/Health Services (site/department)

Action Requested

Approval of a Contract Agreement between Oakland Unified School District and Prescott-Joseph Center for Community Enhancement, Inc. Services to be primarily provided to Health Services Department for the period of September 1, 2018 through June 30, 2020.

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

The Prescott-Joseph Center for Community Enhancement, Inc. (PJCCE) operates a school-based mobile asthma treatment program referred to as the "Mobile Clinic". They will work in conjunction with Health Services Department to perform history and physical examinations, peak flow measurements, limited skin testing, spirometry, pharmacological therapy, annual flu vaccines, patient/parent education regarding environmental control measures, asthma management and treatment plans. They will also provide referrals for any additional treatment plans and medication forms.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Contract Agreement between the District and Prescott-Joseph Center for Community Enhancement, Inc., Oakland, CA, for the latter to provide a school-based mobile asthma treatment program for students with asthma for up to twenty-two sites to be selected in conjunction with the Health Services Department for the period of September 1, 2018 through June 30, 2020 at no cost to the District.

Recommendation

Approval of a Contract Agreement between Oakland Unified School District and Prescott-Joseph Center for Community Enhancement, Inc. Services to be primarily provided to Health Services Department for the period of September 1, 2018 through June 30, 2020.

Fiscal Impact

Funding Source: No Fiscal Impact

Attachments

- Contract Agreement
- Business Associate Agreement
- Certificate of Insurance
- Patient's Authorization for Release of Medical Information
- Permission Form for Parents/Guardians

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. _____

Department: 968/Health Services

Vendor Name: Prescott- Joseph Center Community Enhancement Inc

Contract Term: Start Date: 09/01/2018 End Date: 06/30/2020

Annual Cost: $ 0.00

Approved by: Barbara Parker

Is Vendor a local Oakland business? Yes ☑ No ☐

Why was this Vendor selected?

The Prescott-Joseph Center for Community Enhancement, Inc. operates a school-based mobile asthma treatment program referred to as the "Mobile Clinic". They will perform history and physical examinations, limited s kin testing, spirometry, pharmacological therapy, annual flu vaccines, patient/parent education regarding environmental control measures, asthma management and treatment plans. They will also provide referrals for any additional treatment plans and medication forms.

Summarize the services this Vendor will be providing.

Prescott-Joseph Center for Community Enhancement, Inc. will provide a school-based mobile asthma treatment program for students with asthma for up to twenty-two sites across the district, at no cost to the district.

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

MOU

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☑ **Professional Service Agreements** of less than $87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist	
	☒ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	☒ For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	Prescott-Joseph Center for Community	Contractor's Contact	Washington Burns, MD		
OUSD Vendor ID #	I004979	Title	Executive Director		
Street Address	920 Peralta Street	City, State	Oakland	Zip Code	94607
Telephone	(510) 208-5651	Email (required)	wburns691@aol.com		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	9/1/2018	Date Work Will End	6/30/2020	Other Expenses	$0.00
Pay Rate Per Hour (required)	$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
	No Fiscal Impact		$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
		Total Contract Amount	$ 0.00

OUSD Contract Originator Information

Name of OUSD Contact	Paris Pryor	Email	paris.pryor		@ousd.org
Site/Dept. Name	Health Services	Site #	968	Phone	879-2742

Approval and Routing (in order of approval steps)

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

1.	**Administrator / Manager** (Originator)	Name	Barbara Parker	Phone	879-2742	Fax 879-4605
	Site/Department (Name & #)	968/ Health Services		Date Approved	9/6/18	
	Signature	Barbara Parker	■ Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	**Resource Manager** Type of Funds: ☐ Restricted ☐ Unrestricted ☐ Grant					
	☐ Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature			Date Approved		
	Signature (if using multiple restricted resources)			Date Approved		
3.	**Network Superintendent/Executive Director**					
	Signature	Andu Bustamante		Date Approved	9/11/2018	
4.	**Chiefs / Deputy Chiefs** Consultant Aggregate ☐ Under ☐ Over $_____					
	☐ Services described in the scope of work align with needs of department or school site					
	☐ Consultant is qualified to provide services described in the scope of work					
	Signature			Date Approved	9/18/18	
5.	**Superintendent, Board of Education** *Signature on the legal contract*					

Legal *Required if not using standard contract*	Approved		Denied - Reason		Date	9/20/18
Procurement	Date Received		PO Number			

Rev. 8/6/18

THIS FORM IS NOT A CONTRACT

Oakland Unified School District Breathmobile Contract

THIS CONTRACT is entered into in the State of California by and between Prescott-Joseph Center for Community Enhancement, Inc, hereinafter called PJCCE, and

Name
Oakland Unified School District — Hereinafter called District

Address
Health Services

1000 Broadway, Suite 150 Oakland, CA 94607

Telephone: 510-879-2742 — Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This agreement ("Agreement") is entered into by and among Prescott-Joseph Center for Community Enhancement, Inc, hereinafter referred to as "PJCCE", and Oakland Unified School District, hereinafter referred to as "District".

WITNESSETH

WHEREAS, PJCCE, operates a school-based mobile asthma treatment program, hereinafter referred to as "Mobile Clinic";

WHEREAS, the District desires that PJCCE operate the Mobile Clinic on District property as set forth herein below;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. General Information:

1. The delivery of services by PJCCE will be on the premises of up to twenty-two (22) selected school sites, on days and at times as mutually agreed upon by both parties.

II. Obligations of PJCCE:

1. Be solely responsible for staffing and providing services under this Agreement. PJCCE certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services.
2. Provide adequate supervision of the professional staff and/or trainees.
3. Certify that PJCCE staff will follow legal guidelines on reporting child abuse.
4. Certify that all personnel in contact with children shall provide evidence of freedom from tuberculosis upon request of the District and that personnel meet District criminal conviction standards.
5. Be responsible for the cost, care and maintenance of the Mobile Clinic.
6. Be responsible for the services described herein with parent/guardian written approval. Services shall include:
   a. History and physical examination

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

b. Limited skin testing

c. Spirometry

d. Pharmacologic therapy

e. Annual flu vaccines if available

f. Patient/parent education regarding environmental control measures, asthma management and treatment plans.

g. Referrals for additional care where indicated. If the services required cannot be performed at the designated location or by staff present, PJCCE will make its best efforts for referrals as may be appropriate to the patient's needs.

h. Provide asthma treatment plans, asthma action plans and medication forms to OUSD Asthma Nurse and student's primary care provider

7. Should services by PJCCE include any form of medical services, including diagnostic services, treatment or counseling, PJCCE shall obtain written parent consent prior to providing service(s) to a minor. Parents or Guardian will be present for all medical appointments.

III. Obligations of the District:

1. Provide the Mobile Clinic medical team with any necessary utilities, including electrical hookups, as required for the Mobile Clinic.

2. Health Services Unit shall:

a. Facilitate the education of OUSD faculty, staff and parents about the asthma mobile clinic and how to make referrals to the mobile asthma clinic

b. Collaborate with the asthma mobile clinic.

c. Assist in developing a plan to identify students with asthma who would benefit from the asthma mobile clinic services

d. Assist in the scheduling of clinic dates with school site principals and assist in scheduling students and parents for clinic visits.

e. Assist the school sites to understand the asthma status of students seen in the asthma mobile clinic utilizing individual treatment plans or asthma action plans.

f. Communicate with the asthma mobile clinic team regarding the asthma status of students seen in the asthma mobile clinic as allowed by HIPPA and FIRPA.

IV. Billing:

Services will be provided at no cost to the District or to the students served. PJCCE shall bill Medi-Cal and other third-party payers for eligible services.

V. Insurance:

PJCCE and District are self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

VI. Indemnification:

PJCCE agrees to indemnify, defend and hold harmless the DISTRICT, its School Board, State Trustee, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the PJCCE'S negligent acts or omissions which arise from the PJCCE'S performance of its obligations under this Agreement.

DISTRICT agrees to indemnify, defend and hold harmless PJCCE and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability which arise from DISTRICT's negligent acts or omissions arising out if its obligations under this Agreement.

In the event PJCCE and/or the DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the PJCCE and/or DISTRICT shall indemnify the other to the extent of its comparative fault.

VII. Status of Parties:

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between District and PJCCE but is rather an Agreement by and between independent contractors.

2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VIII. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

IX. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

X. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the PJCCE or the District. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XI. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XII. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XIII. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIV. Alternative Dispute Resolution:

In the event the District determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursing its legal remedies at law in the event a mutually satisfactory solution is not reached.

XV. Term and Termination:

1. This agreement shall be effective commencing on the execution of this agreement by both parties and terminating June 30, 2020. However, this agreement may be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of PJCCE.

2. Any written notice given under this Section XV shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

   Prescott-Joseph Center for Community Enhancement, INC
   920 Peralta Street
   Oakland, CA 94607
   Attention: Washington Burns M.D.

   Oakland Unified School District
   Health Services
   1000 Broadway Suite 150
   Oakland, CA 94607
   Attention: Barbara Parker, Coordinator, Health Services/ Section 504

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

XVI. Health Insurance Portability and Accountability Act (HIPAA)

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, District shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appendix I.

XVII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

Prescott-Joseph Center for Community Enhancement, Inc.

► Washington Burnett
Director

Dated: 9/19/18

The Oakland Unified School District

By: ►
(Authorized signature - sign in blue ink)

Name: Kyla Johnson

Title: Superintendent

Dated: 10/25/18

Address: 1000 Broadway, 6th floor
Oakland, CA 94607

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► County Counsel	►	► Department Head
Date	Date	Date

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: 9/20/18
Michael L. Smith, Attorney at Law
(CAGO'd 9/19/18)

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: _____
Michael L. Smith, Attorney at Law

APPENDIX I

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, DISTRICT, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of PJCCE, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

I. Obligations and Activities of Business Associate.

a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

b. Business Associate shall implement administrative, physical, and technical safeguards to:
   1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
   2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to electronic Protected Health Information of which it becomes aware.

e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.

g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.

h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

j. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

II. Specific Use and Disclosure Provisions.

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

c. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.

d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2018

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 have ADDITIONAL INSURED provisions or 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
Brown & Brown Insurance Services of California, Inc
3897 Mt. Diablo Blvd, Ste 100
Lafayette CA 94549-3745

CONTACT NAME: David Lobao
PHONE (A/C, No, Ext): (510) 452-0458 FAX (A/C, No):
E-MAIL ADDRESS: dlobao@bbnca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NOVA Casualty Company	
INSURER B: State Compensation Insurance Fund of CA	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Prescott-Joseph Center for Community Enhancement
920 Peralta Street
Oakland CA 94607

COVERAGES **CERTIFICATE NUMBER:** CL1882718722 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Abuse/Molestation Cov. [ ] $1M Ea Incident, $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CF1ML1000078101	04/14/2018	04/14/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CF1ML1000078101	04/14/2018	04/14/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CF1UM1000016201	04/14/2018	04/14/2019	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9132041-18	05/11/2018	05/11/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			CF1ML1000078101	04/14/2018	04/14/2019	$1,000,000 Ea Claim	$2,000,000 Agg

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

Oakland Unified School District is named as additional insured as respects to written contract with named insured and is subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway, Suite 440
Oakland CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Lobao

SAM Search Results
List of records matching your search for :

Search Term : prescott* joseph*
Record Status: Active

ENTITY	PRESCOTT-JOSEPH CENTER FOR COMMUNITY ENHANCEMENT, INC.	Status: Active
DUNS: 843093639 +4:	CAGE Code: 4R2X9	DoDAAC:
Expiration Date: Jul 30, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 920 Peralta St City: Oakland ZIP Code: 94607-1926	State/Province: CALIFORNIA Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Search Term : "prescott-joseph"center* for* community* enhancement* inc.*
Record Status: Active

ENTITY	PRESCOTT-JOSEPH CENTER FOR COMMUNITY ENHANCEMENT, INC.	Status: Active
DUNS: 843093639 +4:	CAGE Code: 4R2X9	DoDAAC:
Expiration Date: Jul 30, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
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