

Board Office Use: Legislative File Info.	
File ID Number	12-2573
Introduction Date	10/10/12
Enactment Number	12-2573
Enactment Date	10/10/12 o.s.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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) October 10, 2012

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

Action Requested Approval of a Professional Services Contract 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, 2012 through June 30, 2013.

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 the 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 Professional Services Contract between 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 sites to be selected in conjunction with the Health Services Department for the period of September 1, 2012 through June 30, 2013, at no cost to the District.

Recommendation Approval of a Professional Services Contract between Oakland Unified School District and Prescott-Joseph Center for Community Enhancement, Inc.. Services to be primarily provided to 968/Health Services Department for the period of September 1, 2012 through June 30, 2013.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments

- Professional Services Contract
- Certificate of Insurance
- Health Insurance Portability Accountability Act (HIPAA) Information
- Patient's Authorization for Release of Medical Information
- Permission Form for Parents/Guardians

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 <u>District</u>
Address Health Services Unit		
2850 West Street, Oakland, CA 94608		
Telephone 510-874-3750	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 (20) 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, including peak flow measurements

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<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- b. Limited skin testing
 - c. Spirometry
 - d. Pharmacologic therapy
 - e. Annual flu vaccines and other vaccines as indicated
 - 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:

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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 (with counsel approved by DISTRICT) 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 (with counsel approved by PJCCE) 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 of 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:

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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 pursuing 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, 2013 at which time the agreement shall automatically renew for successive one year terms thereafter. 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
2850 West Street
Oakland, CA 94608
Attention: Barbara Parker, Coordinator Health Services

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 By: D.S.

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.

Jody London 10/10/12
 President, Board of Education
Edgar Rakestraw, Jr. 10/10/12
 Secretary, Board of Education

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.

Harrison Rucker
 Director

Dated: 9/05/12

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

The Oakland Unified School District
 By: [Signature]
 (Authorized signature - sign in blue ink)

Name: Dr. Tony Smith

Title: Superintendent

Dated: 9/25/12

Address: 1025 Second Avenue, 3rd Floor
 Oakland, CA 94606

Approved as to Legal Form County Counsel Date _____	Reviewed by Contract Compliance Date _____	Presented to BOS for Signature Department Head Date _____
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OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
[Signature]
 Attorney at Law

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)
4/10/2012

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 BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Kym Hayward PHONE (A/C No. Ext): (510) 523-3435 E-MAIL ADDRESS: kym@bayrisk.com	FAX (A/C No.): (510) 523-1632
	INSURER(S) AFFORDING COVERAGE	
INSURED Prescott-Joseph Center for Community 920 Peralta Street Oakland CA 94607	INSURER A: Travelers Indemnity Co of CT	NAIC # 25682
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			X-660-406X283A-TCT-12	4/14/2012	4/14/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			X-660-406X283A-TCT-12	4/14/2012	4/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Social Services			X-660-406X283A-TCT-12	4/14/2012	4/14/2013	\$1,000,000
	Professional Liability						\$500,000
							Aggregate Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District, its Board, officers and employees are named as additional insured as respects to General Liability for grant to the named insured and is subject to the policy terms, conditions and exclusions. Sexual Abuse Coverage is included in the policy, Retroactive Date: 4/14/97.
*Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER (510) 879-8200 Oakland Unified School District Contract Compliance Attn: Renee McMearn 1025 Second Avenue Oakland, CA 94606-2212	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 Kym Hayward/KYM <i>Kym C. Hayward</i>
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EPLS

Excluded Parties List System

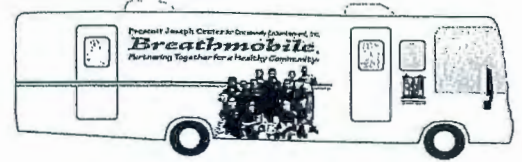
**Search Results Excluded By
Firm, Entity, or Vessel : Prescott-Joseph Center for Community Enhancement
as of 21-Sep-2012 12:59 PM EDT**

Your search returned no results.



A Project of the
 Prescott-Joseph Center
 For Community Enhancement, Inc.

Northern California BREATHMOBILE®



Patient Medical Information

Student's Name _____ Date of Birth _____
 School _____ Grade _____ Room _____
 Parent's Name _____ Phone (home) _____ Cell _____ Work _____
 Emergency Contact Name _____ Phone (home) _____ Work _____
 Home Address _____ E-mail _____
 Student's Health Care Provider: _____ Name of Physician _____
 Provider's Address _____ Phone _____

Does the patient have a State of California Benefits Identification Card (BIC) or Medi-Cal card (Alliance or Blue Cross)? Yes No

If yes, what is the identification number on the BIC card? _____

Patient's Social Security Number (SSN) (optional) _____

Chronic or Existing Medical Conditions (Asthma, Seizures, Diabetes, Other) _____

Current asthma medications

Quick-Relief Medication _____ How often is medication used per week? _____
 Controller Medication _____ How often is medication used per week? _____
 Any Other Medication _____ How often? _____
 Allergies (Medication/ Other substances) _____

Recent Shots and Medications

Tetanus _____ Date _____
 Other _____ Date _____

Known Allergies (please circle)

Anesthetics Aspirin Demerol Insect Stings I.V.P Dyes Penicillin
 Shellfish Tetanus Toxoid Peanuts Other Nuts Morphine Novocain Codeine
 Other (please list) _____
 Antibiotics (please list) _____

Parent / Guardian Signature _____ Date _____



PRESCOTT-JOSEPH CENTER for *Community Enhancement, Inc.*
920 Peralta Street, Oakland * CA 94607 * 510-208-5651 * 510-208-2801 (Fax)
www.prescottjoseph.org

Photography and Video Authorization and Consent

I hereby grant to the Prescott-Joseph Center for Community Enhancement, Northern California Breathmobile ®, AAFA, BAAQMD, and/or other related organization, their employees and/or agents the right to photograph and/or video me and/or my dependent(s) and use the photos, video, and or other digital reproduction for publication processes, whether electronic, print, digital and/or electronic publishing via the Internet or other medium. I and my successors hold the abovementioned organizations, photographers, videographers and others harmless from and against any claim for injury or compensation resulting from the activities authorized by this agreement.

Parent's Name: _____

Child(ren) Names & Ages: _____

Address: _____

I certify that I am a custodial parent and have the aforementioned rights to assign.

Signature of
Parent or Guardian: _____

Date: _____

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	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	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) barbara.parker@ousd.k12.ca.us

Contractor Information

Contractor Name	Prescott-Joseph Center for Community Enh	Agency's Contact	Washington Burns, M.D.			
OUSD Vendor ID #	I004979	Title	Executive Director			
Street Address	920 Peralta Street	City	Oakland	State	CA	Zip 94607
Telephone	(510) 208-5651	Email (required)	WBurns691@aol.com			
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	09/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	No Fiscal Impact		5825	\$
			5825	\$
			5825	\$
Requisition No. (required)	N/A	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.	Administrator / Manager (Originator)	Name	Barbara Parker	Phone	(510) 874-3750
	Site / Department	968/ Health Services		Fax	(510) 874-3748
	Signature	<i>Barbara Parker</i>		Date Approved	9/13/12
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>Shou</i>		Date Approved	9/21/12
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Christine Sarkey</i>		Date Approved	9/21/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	9-24-12
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	

