

Board Office Use: Legislative File Info.	
File ID Number	14-2037
Introduction Date	11-19-14
Enactment Number	14-1944
Enactment Date	11-19-14 OS



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by  
Procurement) 11/19/14

**Subject** Contract Agreement - Prescott-Joseph Center for Community Enhancement, Inc. (contractor) - 968/Health Services Department (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 29, 2014 through June 30, 2015.

**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 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 sites to be selected in conjunction with the Health Services Department, for the period of September 29, 2014 through June 30, 2015, 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 968/Health Services Department for the period of September 29, 2014 through June 30, 2015.

**Fiscal Impact** Funding resource name (please spell out): 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 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 <hr/> Address Health Services Unit <hr/> 746 Grand Ave, Oakland, CA 94610 <hr/> Telephone 510-273-1510 <hr/>	Hereinafter called <u>District</u> <hr/> <hr/> <hr/> Federal ID No. or Social Security No. <hr/>
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**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, including peak flow measurements

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<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
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- 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 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:

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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, 2015 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  
746 Grand Ave  
Oakland, CA 94610  
Attention: Barbara Parker, Coordinator, Health Services/ Section 504

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 By: [Signature]

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.

[Signature]  
 Director

The Oakland Unified School District

By: [Signature]  
 (Authorized Signature - sign in blue ink)

Dated: 9/9/14

Name: Antwan Wilson

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
[Signature]  
 Attorney at Law

Title: Superintendent

Dated: 11/20/14

Address: 1000 Broadway, 6<sup>th</sup> floor  
 Oakland, CA 94607

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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OUSD or District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

**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)

4/14/2014

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 FAX (A/C, No.): (510) 523-1632
	E-MAIL ADDRESS: kym@bayrisk.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co of CT NAIC # 25682
INSURED Prescott-Joseph Center for Community 920 Peralta Street Oakland CA 94607	INSURER B: Travelers P&C Ins Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 14/15

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			660-406X283A-TCT-14	4/14/2014	4/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			660-406X283A-TCT-14	4/14/2014	4/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3956T67914	4/14/2014	4/14/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<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		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Social Services Professional Liability</b>			660-406X283A-TCT-14	4/14/2014	4/14/2015	\$2,000,000 Aggregate \$1,000,000 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

## CANCELLATION

(510) 879-8200  Oakland Unified School District Contract Compliance Attn: Renee McMearn 1025 Second Avenue Oakland, CA 94606-2212	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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# Northern California Breathmobile®

*A Project of the Prescott-Joseph Center*

## Patient Medical Information and Consent

Student Name \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_

Parent's Name: \_\_\_\_\_ Phone (home) \_\_\_\_\_ Cell \_\_\_\_\_

Home Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Primary Care Physician \_\_\_\_\_ Clinic \_\_\_\_\_

Address \_\_\_\_\_

Does the patient have Medi-Cal (Alliance or Blue Cross)? YES or NO

Please give Patient's Medi-Cal/Insurance ID # \_\_\_\_\_

OR Social Security # \_\_\_\_\_

To be used for prior  
Authorization pur-  
poses

Does your child have any of the following medical conditions?

Asthma    Diabetes    Seizures    Allergies    Other \_\_\_\_\_

**Please List Current Asthma medications:**

Daily controller Medication \_\_\_\_\_ How often? \_\_\_\_\_

Quick Relief (Rescue) Inhaler \_\_\_\_\_ How Often? \_\_\_\_\_

List all other medications here: \_\_\_\_\_

### Parental Consent for Medical Treatment on the Breathmobile

This consent serves as permission for evaluation, diagnosis, and treatment of asthma by the Breathmobile® medical staff. I understand all services are free of charge. I authorize the school nurse, Breathmobile® medical staff and any other trained school personnel to consult with my child's Health Care Provider about my child's medical needs as necessary. The Breathmobile® program has permission to release my child's medical records to any hospital where my child is admitted and/or child's provider. **I may revoke part or all of this consent at any time by providing revocation in writing to the Breathmobile.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_



# Northern California Breathmobile®

Un Proyecto del Prescott-Joseph Center

## Información Médica del Paciente y Consentimiento

Nombre del Estudiante \_\_\_\_\_ Fecha de Nac. \_\_\_\_/\_\_\_\_/\_\_\_\_

Escuela \_\_\_\_\_ Grado \_\_\_\_\_

Nombre de Padre/Madre/Guardián: \_\_\_\_\_

Numero de Teléfono de casa \_\_\_\_\_ Móvil \_\_\_\_\_

Domicilio \_\_\_\_\_

Contacto de Emergencia \_\_\_\_\_ Teléfono \_\_\_\_\_

Proveedor de Cuidado Médico del Estudiante \_\_\_\_\_

Dirección del Proveedor \_\_\_\_\_

¿El estudiante tiene Medi-Cal (Alliance o Blue Cross)?  SI or  NO

El número de tarjeta de Medi-Cal/Seguro Médico \_\_\_\_\_

O Número de Seguro Social \_\_\_\_\_

¿Su hijo(a) padece de algunas de estas condiciones médicas?

Asma      Diabetes      Convulsiones      Alergias      Otro \_\_\_\_\_

### Medicación actual del asma:

Medicamento controlador \_\_\_\_\_ ¿Con qué frecuencia la usa? \_\_\_\_\_

Inhalador de alivio rápido \_\_\_\_\_ ¿Con qué frecuencia la usa? \_\_\_\_\_

Otro medicamento: \_\_\_\_\_

## Consentimiento de los Padres para recibir tratamiento médico en el Breathmobile

Este consentimiento sirve como permiso para evaluar, diagnosticar, y tratar el asma de mi hijo(a) por los empleados médicos del Breathmobile®. Comprendo que todos los servicios son gratuitos. Autorizo a la enfermera de la escuela, empleados entrenados de la escuela, y/o empleados del Breathmobile® a consultar con el proveedor de cuidado médico de mi hijo(a) como sea necesario. El Programa del Breathmobile® tiene permiso de presentar los documentos médicos de mi hijo(a) a cualquier hospital donde mi hijo(a) sea ingresado(a) y/o al proveedor. Puedo revocar parte o todo de este consentimiento en cualquier momento proporcionando la revocación por escrito al Breathmobile.

Firma de Padre/Madre/Guardián \_\_\_\_\_ Date \_\_\_\_\_

Para ser utilizado  
para los propósitos  
de autorización  
previa

Patient Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF PATIENT HEALTH INFORMATION**

I hereby authorize that the protected health information regarding the above-named person be forwarded:

**FROM:** Person/Institution: \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**TO:** Person/Institution: **Northern California Breathmobile**  
Address: **920 Peralta Street, Oakland CA 94607 Fax: 510-208-3195**

Purpose or need for Information: \_\_\_\_\_

**Disclosure will include: (check all that apply)**

History & Physical    Lab Report    Allergy Testing results    Discharge Summary    ER report    Physician Notes  
Xray/Radiology    Nurses Notes    Consultation Report    Other \_\_\_\_\_

Records for the period (dates) from \_\_\_\_\_ to \_\_\_\_\_

I also understand that this Authorization is subject to revocation/withdrawal by me at any time in writing to the medical record contact person at this site of care except to the extent that action has already been taken to release this information. This Authorization shall remain valid unless revoked but will expire in 1 year after signing. I have a right to inspect a copy of the health information to be released and if I do not sign this Authorization, the institution named above will not release my health information. The above named person/institution will not refuse to treat me based on whether I agree to allow my health information to be used and disclosed to others.

\_\_\_\_\_  
Signature of Patient/Parent/Legal Guardian    relationship to patient    Date

\_\_\_\_\_  
Witness    Date

**REDISCLASURE:** Notice is hereby given to the patient or legal representative signing this Authorization that Advocate Health Care cannot guarantee that the Recipient receiving the requested health information will not redisclose any or all of it to others. Notice is hereby given to the Recipient that law prohibits the redisclosure of any health information regarding drug and/or alcohol abuse, HIV and mental health treatment.

[Background](#) | [The Problem](#) | [The Solution](#) | [A Community Effort – Partners](#) | [You Can Help!](#) | [Breathe Easy Blog](#) | [Breathmobile YouTube Channel](#)

## The First Ever Breathmobile® in Northern California!

### The Breathmobile® !

The Breathmobile® is a 33 ft. Winnebago RV outfitted with the latest equipment to function as a mobile asthma clinic. Inside the van, there are an intake station, a small waiting space, a testing area for vital signs including Oximetry, allergen skin testing and spirometry, and an exam room. On board are two computer systems, a health risk assessment system for asthma, a screening module for pre-diabetes, and a state of the art electronic medical records system called "AsmaTrax." A video system is also on board to play educational videos and CDs.



Breathmobile® Personnel consists of Pediatric Asthma Specialists, including a Pediatrician, a Registered Nurse and/or Nurse Practitioner, a Respiratory Technician, all asthma-certified, and a Patient Service Worker/Driver. All services are available in Spanish, and several staff members speak Spanish.

### Latest News from Dr. Burns...

#### Updates & Happenings!

**9/22/10: Breathmobile's® (BMo) First Year of Operation on Target!** Summer has come and gone and...it's back to school time. And, it's time for the BMo to start visiting schools. During the summer we took a brief hiatus from the schools and participated in a few community events. With school back in session, we are gearing up for a full school year! This month, we will provide services at **Anna Yates (Emeryville USD), Wilson, (San Leandro USD), and Lafayette, Hoover, Lincoln, West Oakland Middle, and Prescott (Oakland USD).**



**Our first year of operation saw amazing results!** We saw children and preschoolers in Emeryville, Oakland, and San Leandro from September 2009 through June 2010, for a total of **96 students**, serving them every 4-6 weeks! Asthma-related ER visits and school absenteeism dropped significantly

## The Breathmobile of Northern California

from the previous year. **ER visit dropped from 71 to 2, and absenteeism dropped from 101 to 7.**  
We are definitely keeping children out of the ER and in school!

### **BMo NEWS!**

- **Washington Burns, MD**, BMo Director, has been selected as one of the recipients of the San Francisco Foundation's "**2010 Community Leadership Award.**" The Award Ceremony will be held Tuesday, September 28, 2010 at 6:30pm at the Herbst Theater, 401 Van Ness Avenue, San Francisco. Other distinguished recipients include: Anna Halprin, Sylvia Rosales-Fike, East Bay Asian Local Development Corporation, and Koshland Young Leaders Awardees.

Stay tuned for more exciting news about the **Northern California Breathmobile®!**

**4-6-10: Happy Spring!! We have been busy!** We brought on Oakland Unified School District and our school visits have increased significantly. We are now seeing children at 7 schools. In addition to Emeryville and San Leandro schools, we are seeing children at West Oakland Middle School, and Prescott Elementary. Next month, we will start at Lincoln, Lafayette and Hoover elementary schools.

We are starting to make a lot of progress with asthma management as children, parents, and school staffs get to know us. Already we have administered inhalation therapy on board, thus saving trips to the emergency room (ER). We are seeing patients now every 4-5 weeks and with consistent education and following of their asthma plans, children are being kept out of the (ER). Thus far, we have received 104 referrals, treated 74 patients, with over 119 contact visits (encounters). We have administered 32 H1N1 vaccinations.

We are pleased to introduce our new Pediatric Allergist to our staff: Rebecca G. Pilch, M.D. – Dr. Pilch received her M.D. degree from Washington University, School of Medicine, St. Louis, MO. Pediatric Residency, Children's Hospital, Wayne State University, Detroit, MI. Allergy/Immunology Fellowship, Duke University Medical Center, Durham, NC. American Boards in Pediatrics and Allergy and Immunology.

Lastly, we are saddened at the sudden passing of our Medical Director, Dr. Mary Alice Murphy. We send condolences to her family, friends, and colleagues.

*PHOTO (upper right): Jennifer Louie, MD with unknown patient*

*PHOTO (lower right): Nataliya W. Kushnir, MD, Priscilla Ward, RT, with reporter and Breathmobile® patients*

**1-7-10: Happy New Year Everyone!** We have been approved by the Oakland Unified School District! We are pleased to announce that the Oakland Unified School District (OUSD) has approved us to provide Breathmobile® services to OUSD children and families. We expect to begin services in February to four schools in West Oakland: PLACE @ Prescott (formerly Prescott Elementary School), West Oakland Middle School, Lafayette Elementary School, and Hoover Elementary School. We are also considering expanding into Richmond and San Pablo where the need is quite great. We continue to provide the H1N1 vaccine on the Breathmobile®. Our Medical



## The Breathmobile of Northern California

Director, Dr. Mary-Alice Murphy and I will be attending the National Breathmobile® Conference in New Orleans in March. This annual conference brings together Breathmobile® staff from all over the U.S. to share best practices. There are Breathmobiles® in operation in California, Alabama, Phoenix, Maryland, and Chicago. PHOTO: Ekua Taylor-Walker, RN, MS, NP working with a young patient at Wilson Elementary School in San Leandro

**12-16-09: Our team is providing services in Emeryville and San Leandro!** Things are moving along nicely in these two school districts. We made our 3rd visit to Anna Yates Elementary School in Emeryville and started giving H1N1 flu shots there yesterday. We are still waiting for final approval to begin serving children in the Oakland Unified School District. We hope to add 7-8 schools there in January 2010. We plan to expand into the City of Richmond in early 2010!

We do more than just asthma diagnosis, screening, education, and treatment on the Breathmobile®. We are also providing inhalation treatments, as well as diabetes screening with overweight children. These children will be referred to Children's Hospital Pediatric Nutrition Clinic.



On another note, Dr. Burns received the **Orchid Award** on December 1st from Asthma and Allergy Foundation of America in Los Angeles at their annual Orchid Ball (see photo). **The Orchid Award**, the most prestigious award given by the Asthma and Allergy Foundation, is presented to an individual who has illustrated a tremendous commitment to the Foundation's service program, mission and goals. Past recipients include: Irwin Loiterstein, Linda and Cliff

Eason, Bill Voelker, Jane and Whitney Harris, Raymond Slavin, M.D., Phillip Korenblat, M.D., Michael Borts, M.D., Marty Hendin, Marilyn Horst, Rowena Simpson, David S. Spewak, W. Randolph Baker and William J. Gleason.

We wish you a joyous holiday season and a most prosperous new year! **Happy Holidays!**

**11-4-09: The Breathmobile® started at San Leandro Unified School District (SLUSD) today!!** Our crew started seeing children at two SLUSD schools today, Woodrow Wilson Elementary and John Muir Middle School. We will start with Oakland Unified School District at the end of the month. We are pleased to welcome Mary Alice Murphy, MD as our Medical Director. Dr. Murphy specializes in Pediatric Allergy & Asthma. "Everyone is enthusiastic about the Breathmobile®, not only the crew, the parents, and the schools, but the community and our partners. Everyone is excited and wants to help. They want us to succeed. I feel good about that. I really believe that the community wants us to succeed."



*PHOTO: Breathmobile Crew at Anna Yates Elementary School in Emeryville: (left to right, back row): Nancy Dunne, NP, Spencer Weir, RN, Ekua Nayena Taylor Walker, RN, MS NP, Jennifer Louie, MD. (front): Priscilla Ward, RT*

**H1N1 (Swine Flu) Update:** In response to the H1N1 pandemic, we will be carrying the H1N1 vaccine on the Breathmobile® for children with asthma and their parents. For more information, please call 510-763-1880.

**10-1-09: Read the San Francisco Examiner Article about our Breathmobile®:**

<http://www.examiner.com/examiner/x-23583-Oakland-StayatHome-Moms-Examiner-v2009m10d1-Welcome-the-Breathmobile>

**9-17-09: Letter from Juliette Dunn, Director of Food Services & Wellness, Emeryville Unified School District** "First, Dr. Burns and the staff at Prescott-Joseph, 'Thank You.' Your efforts and dedication made the ribbon cutting work successfully and most of all, it is a benefit to the students at Ann Yates... The Breathmobile is a hit at Anna Yates. Parents and students are stopping me in the halls and calling me to take advantage of this resource, even if there student does not have asthma. After the ceremony, we parked the Breathmobile on the yard and started seeing students. We saw about 12 families... We were successful for the first visit of the Breathmobile... Thank you again to all who participated. It does take a village."

**9-14-09: We had a very successful ribbon cutting and press conference today!** Over 50 people attended, including representatives from Bay Area Air Quality Management District (BAAQMD), Port of Oakland, Asthma and Allergy Foundation of America (AAFA), California Chapter, Emeryville Unified School District, Keith Carson's Office, Nancy Skinner's Office, First Five, and the Hispanic Chamber of Commerce. As each distinguished guest spoke, it was clear that this is truly a community effort, and it will take continued community support to tackle this community problem. We thank all our sponsors and we especially commend the Emeryville USD for taking the stand to be our first Northern California Breathmobile® site. Watch the KCBS news story here: <http://cbs5.com/video/?id=55345@kpix.dayport.com>



*Photo: (left to right): Jaguanana Lathan, Principal, Anna Yates, Ouida J. Cooper-Rodriguez, Deputy Director, PJCCE, Washington Burns, MD, Executive Director, Breathmobile®, Jack Broadbent, CEO, BAAQMD, and Cynthia Verdugo-Peralta, President, Board of Directors, AAFA-CA Chapter*

**9-2-09: Join us for our Ribbon Cutting & Press Conference on September 14th!** On Monday, September 14, 2009 the Prescott-Joseph Center for Community Enhancement, Inc. (PJCCE) will host a special ribbon-cutting ceremony at Anna Yates Elementary School, 1070 41st Street in Emeryville as it launches the first ever Breathmobile® in Northern California. The press conference and ceremony will start at 9am and will include members of the Emeryville School Board, City elected officials, Alameda County representatives, the Bay Area Air Quality Management District, and the Asthma and Allergy Foundation of America based out of Los Angeles. We will start seeing patients at 10am. Light refreshments will be provided. [Click here](#) to view the invitation.

**8-27-09: [Click here](#) to view Dr. Burns' "Newsmakers" Comcast Interview.**

(<http://www.youtube.com/watch?v=iNizApOjYQ0>)!



**7-22-09: We have received the license!** Emeryville will be our first school site in September! We want to thank everyone who helped us get the license. It was no small effort. We are ready to go! Stay tuned! More to come soon about our kick-off!

**7-16-09: We have received approval to operate our Breathmobile® from the California Department of Public Health!!** We are anxiously waiting to receive the license in the mail! We are finalizing our crew to begin at the beginning of the school year. The first school district we will serve will be Emeryville. We also plan to serve schools in West Oakland, East Oakland, Berkeley, and San Leandro. We have also been invited to serve Bayview/Hunter's Point and Contra Costa County. A kick-off ceremony will be held on our first day of operation. "It has slowly come to me that we're finally doing something about asthma management for low-income people and I can't wait to get started," says Washington Burns, MD, Executive Director of the Breathmobile @. "It's hard to believe we are finally ready to go."

**6-3-09: On Friday, May 29th, we had our final inspection from the California Department of Public Health and it went well.** We are starting to put together our crew and it looks like our first school will be in Emeryville in early July. I want to thank Mary Frazier, our Asthma Educator, and Felita Jones with the Asthma & Allergy Foundation of America. Felita is the Program Director for the Breathmobile® programs in California. They both have been very supportive in helping us get our program together. I am excited the program is finally beginning and we can bring these much needed services to our community. Please visit: <http://www.newsdesk.org/archives/005945.html> for a great blog article about our Breathmobile®. Thanks to Kwan Booth for writing it! That's it for now. Have a great week!

[Next »](#)

**Donate Today!**

Breathmobile – Northern California | Prescott-Joseph Center for Community Enhancement, Inc.  
[info@prescottjoseph.org](mailto:info@prescottjoseph.org) | 510-208-5651 (Office) | 510-208-2801 (Fax)

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*The Breathmobile® is a project of the Prescott-Joseph Center for Community Enhancement, Inc., a 501(c)(3) non-profit organization located in Oakland, CA.*

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