

AGREEMENT FOR SERVICES #049-162-P-R2010
The Healthy Start Program

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") through its Health Services Department – Public Health Division, whose principal place of business is 931 Spring Street, Placerville, CA 95667 and El Dorado Union High School District (hereinafter referred to as "EDUHSD"), also a political subdivision of the State of California, whose principal place of business is 4675 Missouri Flat Road, Placerville, CA 95667;

RECITALS

WHEREAS, EDUHSD is making available District Funds (non-Federal) for the purpose of improving education and vocational learning potential as well as the physical/mental health of all students and their families; and

WHEREAS, EDUHSD has determined that it is necessary to obtain a subcontractor to provide Public Health Nursing services on site at El Dorado Union High School for what is commonly referred to as "The Healthy Start Program"; and

WHEREAS, COUNTY has represented to EDUHSD that it is specially trained, experienced, expert and competent to perform the special services required hereunder and EDUHSD has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and EDUHSD mutually agree as follows:

Article I. SCOPE OF SERVICES

Section 1.01 COUNTY, through its Health Services Department Public Health Division, agrees to:

- (a) Provide on-campus, a Public Health Nurse (PHN) as part of a multidisciplinary team to render culturally sensitive services as follows:
 - (i) Public Health Nursing expertise in wellness assessment that includes psychosocial, physical, functional, dental, and risk avoidance behavior parameters.
 - (ii) Promote the healthy growth of children and families through health risk factor evaluation/intervention, student health education, teacher training, parent education, nutrition counseling, and reproductive health education.
 - (iii) Case finding and early intervention for pregnant and parenting adolescents.
 - (iv) Case management, to the student population targeting high risk individuals/families with complex health, psychosocial and quality-of-life needs.
 - (v) Facilitate through partnership with school resources (i.e., psychologist, academic counseling, and administration referred to the Child Health and Disability Prevention (CHDP) Program, the Healthy Families Program, Medi-Cal including the Access for Infants and Mothers (AIM) Program, California Children's Services (CCS), and affiliated community resources.
 - (vi) Collaboration/cooperation as appropriate with all community-based agencies.
 - (vii) Develop Public Health Nursing interventions to address identified health status disparities among student groups including racial/ethnic, gender and economic factors.
 - (viii) Facilitate access to appropriate and needed care within the network of community resources through referral and advocacy for all women, children, and families.
 - (ix) Facilitate in partnership with the project participants development of a safe environment for women, children and families.
- (b) Participate in and provide data for the evaluation of the services provided to the campus population.
- (c) Participate in the strategic planning process for the purpose of modifying school-based services as required.
- (d) Provide accounting of expended funds at the end of each budget cycle.
- (e) Submit progress reports documenting assessment/service data related to referrals/outreach/home visitation and number of participating youth and families.
- (f) Provide "in kind" consultation and staff resources to participate in the development of policies and procedures related to the Healthy Start Program planning and operational model for efficient/effective school-linked services, including but not limited to matters of confidentiality, common referral/intake forms, case management procedures, data collection, group facilitation, and communication.

- (g) Provide technical expertise and training to collaborative and school personnel, and participate in appropriate collaborative training involving the school, partnering agencies and service vendors.
- (h) Cooperate in the development of criteria for identifying and servicing students and their families based on eligibility requirements designated by service providers.
- (i) Participate as a member of the Local Enforcement Agency (LEA) Steering Committee and Medi-Cal Reimbursement Committee for sustainability on an as-needed basis.
- (j) Maintain all related Public Health Nursing records in accordance with the Health Service Department Public Health Division record retention policy and applicable State law. Public Health Nursing records maintained by the PHN are considered confidential Protected Health Information (PHI) in accordance with the Health Information Privacy and Portability Act (HIPAA) and shall remain the property of the County of El Dorado. Release of these records shall occur only with the written consent of the client or properly executed request of the Court. The Community Public Health Nursing Manager, or successor, is identified as the custodian of said records.

Section 1.02 EDUHSD agrees to:

- (a) Provide a District liaison for coordination of contract administration.
- (b) Provide access to, and use of, an appropriate space for the Health Services Department, in which to provide periodic clinical services and referral promotion; including a confidential area for interviews, examinations, etc.
- (c) Obtain permission slips from the parents for referrals for student health treatment and/or screening as determined by appropriate law.
- (d) Provide the Health Services Department staff a locked file cabinet, access to a telephone, and a means to receive messages.
- (e) Provide COUNTY access to a computer network which stores information on student attendance, grades, schedule, and other information relevant to the COUNTY's performance of the terms under this Agreement.
- (f) Provide a referral process for student access to services.
- (g) Inform students, parents, and the community of the Healthy Start Program.
- (h) Participate in the coordination of policies and procedures related to the Healthy Start Program planning and operational model for efficient/effective school-linked services,

including but not limited to matters of confidentiality, common referral/intake forms, case management procedures, data collection, and communication.

- (i) Cooperate in the development of criteria for identifying and servicing students and their families based on the eligibility requirements designated by service providers.

Article II. PROGRAM SPECIFIC REQUIREMENTS

Section 2.01 In the performance of services under this Agreement, COUNTY shall:

- (a) Comply with the reporting requirements as defined in section 11165 et seq. of the California Penal Code, including but not limited to Section 11165.9 - *“Reports of suspected child abuse or neglect shall be made by mandated reporters, or in the case of reports pursuant to Section 11166.05, may be made, to any police department or sheriff’s department, not including a school district police or security department, county probation department, if designated by the county to receive mandated reports, or the county welfare department. Any of those agencies shall accept a report of suspected child abuse or neglect whether offered by a mandated reporter or another person, or referred by another agency, even if the agency to whom the report is being made lacks subject matter or geographical jurisdiction to investigate the reported case, unless the agency can immediately electronically transfer the call to an agency with proper jurisdiction. When an agency takes a report about a case of suspected child abuse or neglect in which that agency lacks jurisdiction, the agency shall immediately refer the case by telephone, fax, or electronic transmission to an agency with proper jurisdiction.”*
- (b) Comply with the provisions of the Welfare and Institutions (W&I) Code Section 10850, the California Department of Social Services (CDSS) Manual of Policy and Procedures Division 19 regulations, and Federal statutes and regulations to assure (in partial summary) that:
 - (i) All records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provisions of the Welfare and Institutions Code for which grants are provided by the State, will be confidential and will not be open to examination, monitoring or auditing of the grant except as otherwise provided by W&I Code Section 10850.
 - (ii) No person will make public, disclose, or use or cause to be published, disclosed or used any confidential information pertaining to any person receiving State-funded services except as otherwise provided by W&I Code 10850.
 - (iii) Persons who serve on a multidisciplinary team may disclose to one another information which is relevant to prevention of abuse, identification, management, or treatment of any person receiving State-funded services.
 - (iv) Any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor.
- (c) Ensure that no staff, paid or volunteer, are knowingly employed who have been convicted of any sex crime, drug crime, or crimes of violence, as stipulated in Section 11105.3 of the California Penal Code.

Article III. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2010 to June 30, 2011 unless earlier terminated pursuant to the provisions under Article X herein.

Article IV. COMPENSATION FOR SERVICES

COUNTY shall submit quarterly invoices to EDUHSD; payment to COUNTY for services described herein shall be within thirty (30) days of receipt of invoice. EDUHSD agrees to pay COUNTY a total of \$23,000 over the term of this Agreement.

Article V. FISCAL CONSIDERATIONS**Section 5.01 Program Specific Funding**

- (a) Health Services Department performance of this MOU is contingent upon receipt of funding from a variety of sources, including but not necessarily limited to the Maternal Child and Adolescent Health State allocation. HSD services provided for under this MOU are partially paid for by these funds.
- (b) If the above-noted funds are reduced or eliminated, the parties agree that this MOU may become immediately null and void and have no further force or effect. HSD will notify EDUHSD within ten (10) working days if funding is reduced or terminated and advise EDUHSD whether the MOU is to be modified or terminated, pursuant to Article X, Section 10.01.

Section 5.02 COUNTY Funding

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article VI. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VII. CONTRACTOR TO EL DORADO UNION HIGH SCHOOL DISTRICT

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from EDUHSD and its staff. It is further agreed that in all matters pertaining to this Agreement, COUNTY shall act as Contractor only to EDUHSD and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to EDUHSD during term hereof.

Article VIII. ASSIGNMENT AND DELEGATION

COUNTY is engaged by EDUHSD for its unique qualifications and skills as well as those of its personnel. COUNTY shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of EDUHSD.

Article IX. INDEPENDENT CONTRACTOR/LIABILITY

COUNTY is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. COUNTY exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

COUNTY shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. EDUHSD shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to COUNTY or its employees.

Article X. TERMINATION**Section 10.01 Termination or Cancellation without Cause**

This Agreement may be terminated by either party for any reason upon a minimum of thirty (30) days written notice to the other party. If such termination is effected, EDUHSD will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to COUNTY, and for such other services, which EDUHSD may agree to in writing as necessary for contract resolution. In no event, however, shall EDUHSD be obligated to pay more than the total amount of this Agreement. Upon receipt of a Notice of Termination, COUNTY shall

promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XI. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

EL DORADO UNION HIGH SCHOOL DISTRICT
4675 MISSOURI FLAT ROAD
PLACERVILLE, CA 95667
ATTN: SHERRY SMITH, SUPERINTENDENT

or to such other location as EDUHSD directs.

Article XII. INDEMNITY

EDUHSD shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the COUNTY'S services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of EDUHSD to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

COUNTY shall defend, indemnify, and hold the EDUHSD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, EDUHSD employees, and the public, or damage to

property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the EDUHSD's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the EDUHSD, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the EDUHSD, its officers and employees, or as expressly prescribed by statute. This duty of COUNTY to indemnify and save EDUHSD harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XIII. INSURANCE

Section 13.01 COUNTY is self-insured and shall provide evidence of same to EDUHSD.

Section 13.02 EDUHSD shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that EDUHSD maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of EDUHSD as required by law in the State of California; EDUHSD is self-insured for Worker's Compensation and shall provide evidence of same to COUNTY; and
- (b) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the EDUHSD in the performance of the Agreement.

Section 13.03 In the event EDUHSD is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 13.04 EDUHSD shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 13.05 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 13.06 EDUHSD agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, EDUHSD agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and EDUHSD agrees that no work or services shall be performed prior to the giving of such approval. In the event the EDUHSD fails to keep in effect at all times insurance coverage as herein provided,

COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 13.07 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 13.08 EDUHSD's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the EDUHSD's insurance and shall not contribute with it.

Section 13.09 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the EDUHSD shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 13.10 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 13.11 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 13.12 EDUHSD's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 13.13 In the event EDUHSD cannot provide an occurrence policy, EDUHSD shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 13.14 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

HIPAA COMPLIANCE

All data, together with any knowledge otherwise acquired by COUNTY during the performance of services provided pursuant to this Agreement, shall be treated by COUNTY and COUNTY's staff as confidential information. COUNTY shall not disclose or use, directly or indirectly, at any time,

any such confidential information. If COUNTY receives any individually identifiable health information ("Protected Health Information" or "PHI"), COUNTY shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article XIV. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, RN, MN, PHN, Community Public Health Nursing Manager, or successor.

Article XV. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XVI. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XVII. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Neda West
Neda West, Director
Health Services Department

Dated: 9-1-10

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

Date

--EL DORADO UNION HIGH SCHOOL DISTRICT--

By: 
Sherry Smith, Superintendent
"CONTRACTOR"

Dated: 9/7/10