

**EL DORADO UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR SERVICES**

with

EL DORADO COUNTY

regarding the

**EL DORADO UNION HIGH SCHOOL
HEALTHY START COLLABORATIVE**

THIS AGREEMENT made and entered into by and between the El Dorado Union High School District (hereinafter referred to as "EDUHSD"), a political subdivision of the State of California, and the County of El Dorado, (hereinafter referred to as "COUNTY"), also a political subdivision of the State of California, through its Public Health Department, whose principal place of business is 931 Spring Street, Placerville, CA 95667-4585.

W I T N E S S E T H

WHEREAS, EDUHSD is making available District Funds (non-Federal) for the purpose of improving the 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 sub-contractor 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 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;

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

ARTICLE I

Scope of Services:

COUNTY, through their Public Health Department, agrees to:

1. Provide the following services through an onsite Public Health Nurse (PHN) not to exceed 20 hours per week and based on available resources, which will be culturally sensitive:
 - a. Focused wellness assessments that include psycho-social, physical, functional, dental and risk avoidance behavior parameters
 - b. Outreach and intervention for pregnant and parenting adolescents
 - c. On site outreach including but not limited to case management, targeting high risk students and the disenfranchised campus population
 - d. Perform comprehensive outreach and case finding activities to the respective community populations including referrals to CHDP, Healthy Families, Medical, AIM, CCS and affiliated community resources
 - e. Collaboration/cooperation as appropriate with all agencies participating in the Healthy Start Collaborative as well as all appropriate community resources
 - f. Identify and address health status disparities among racial/ethnic, gender, economic and regional groups
 - g. Facilitate access for all woman, children and families to appropriate and needed care within the network of community resources
 - h. Facilitate in partnership with school administration the promotion of a safe environment for woman, children and families
2. Participate in and provide data for the evaluation of the services provided to the campus population.
3. Continue to participate in the strategic planning process that may modify school-based services required.
4. Provide accounting of expended funds at the end of each budget cycle.
5. Submit progress reports documenting assessment/service data related to referrals/outreach/home visitation activities and number of participating youth and families as requested and or appropriate.
6. Provide "in kind" consultation and staff resources to participate in the development of policies and procedures related to planning and operations of an efficient/effective school-linked services model, including but not limited to matters of confidentiality, common referral/intake forms, case management procedures, data collection, group facilitation, communication.

7. Provide technical expertise and training to collaborative and school personnel and to participate in appropriate collaborative training involving the school, partnering agencies and service vendors.
8. Cooperate in the development of criteria for identifying and servicing students and their families based on the eligibility requirements designated by service providers.
9. Participate as a member of the LEA-Steering Committee and Medi-Cal Reimbursement Committee for sustainability on a monthly, on-going basis.

Note: Public Health Nursing records maintained by the Public Health Nurse are confidential in nature and the property of El Dorado County. Said records will be maintained in accordance with the Public Health Department Nursing Division record retention policy and applicable State law. 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 Division Chief is noted as the custodian of records.

El Dorado Union High School District agrees to:

1. Provide an on site Coordinator to the program.
2. Provide access to and use of an appropriate space in which to provide periodic clinical services and referral promotion to the Health Department, which includes a confidential area for interviews, exams, etc.
3. Obtain permission slips from the parents for referrals for student health treatment and/or screening as determined by appropriate law.
4. Provide a locked file cabinet, access to a telephone, and a means to receive messages.
5. Provide access to a computer network which stores information on student attendance, grades, schedule, etc.
6. A referral process for student access to services.
7. Inform students, parents and the community of the program.
8. Participate in the coordination of policies and procedures related to planning and operations of an efficient/effective school-linked services model, including but not limited to matters of confidentiality, common referral/intake forms, case management procedures, data collection and communication.
9. 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

Term: The term of this Agreement is July 1, 2006 through June 30, 2007. This Agreement may be extended for one additional year upon written agreement between the parties not less than 30 prior to its expiration.

ARTICLE III

Compensation for Services: EDUHSD agrees to pay COUNTY a total of \$22,000 over the term of this agreement for services as described herein. EDUHSD agrees that the origin of these funds will be such that Federal moneys are not included. Payment to COUNTY for the services described shall be within 30 days receipt of a semi-annual invoice from COUNTY. COUNTY will determine appropriate funding match for the base allocation that may include, but is not limited to, Federal Title XIX Medi-Cal, Title XIX EPSDT, and/or private foundation dollars.

ARTICLE IV

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 V

Sub-contractor to EDUHSD: 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 Sub-contractor only to EDUHSD and shall not act as Sub-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 COUNTY's responsibilities to EDUHSD during term hereof.

ARTICLE VI

Assignment and Delegation: COUNTY is engaged by EDUHSD for their unique qualifications and skills as well as those of their 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 VII

Independent Sub-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 VIII

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 EDUHSD 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.

Notices to COUNTY shall be addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667-4585
ATTN: MICHAEL UNGEHEUER, Community Public Health Nursing Division Chief

or to such other location as the COUNTY directs.

ARTICLE IX

Indemnity: EDUHSD shall indemnify, defend and hold harmless COUNTY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of EDUHSD, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

COUNTY shall indemnify, defend and hold harmless EDUHSD, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of COUNTY, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

ARTICLE IX

HIPAA: Under this Agreement, COUNTY will provide services to EDUHSD, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to COUNTY for the purposes of carrying out its obligations. COUNTY agrees to comply with all the terms and conditions of Exhibit A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE X

Other Requirements - COUNTY agrees to:

- A. Sign a statement that he or she knows of the reporting requirements as defined in Section 11165 et seq. of the Penal Code.
- B. Comply with the provisions of welfare and Institutions Code Section 10850, the CDSS Manual of Policy and procedures Division 19 regulations, and Federal statutes and regulations to assure (in partial summary) that:
 - 1. 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 this State, will be confidential and will not be open to examination for any purpose not directly connected with administration, performance compliance, monitoring or auditing of the grant.
 - 2. No person will make public, disclose, use, or cause to be published, disclosed or used, any confidential information pertaining to any person receiving State-funded services.
 - 3. Persons who serve on a multidisciplinary team may disclose to one another information which is relevant to the prevention of abuse, identification, management, or treatment of any person receiving State-funded services.
 - 4. Any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor.
- C. As stipulated in Section 11105.3 of the Penal Code, ensure that no staff, paid or volunteer, are knowingly employed who have been convicted of any sex crime, drug crime, or crimes of violence.

ARTICLE XI

Termination or Cancellation without Cause: This Agreement may be terminated by either party for any reason upon a minimum of 30 days written notice to the other party.

ARTICLE XII

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

ARTICLE XIII

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: _____

Date: _____

Charlie Paine, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

EL DORADO UNION HIGH SCHOOL DISTRICT



Sherry Smith, Superintendent
El Dorado Union High School District

6-13-06

Date