

**AGREEMENT FOR SERVICES #005-F1411**  
**The Healthy Start Program**

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**THIS AGREEMENT FOR SERVICES** 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 and Human Services Agency, Public Health Division, and El Dorado Union High School District, also a political subdivision of the State of California, whose principal place of business is 4675 Missouri Flat Road, Placerville, CA 95667 (hereinafter referred to as "EDUHSD").

**RECITALS**

**WHEREAS**, EDUHSD is making available non-Federal District Funds 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 ("HSP"); 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 (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws.

**NOW, THEREFORE**, County and EDUHSD mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

- A. County, through its Health and Human Services Agency Public Health Division, agrees to:
1. Provide a Public Health Nurse ("PHN") on-site at El Dorado Union High School as part of an interdisciplinary team to render culturally sensitive services as follows:
    - a. Provide Public Health Nursing expertise in wellness assessment that includes psychosocial, physical, functional, dental, and risk avoidance behavior characteristics.
    - b. Promote the healthy growth of children and families through health risk factor evaluation/intervention, student health education, teacher training, parent education/training, nutrition counseling, and reproductive health education.

- c. Provide case finding and early intervention for pregnant and parenting adolescents.
  - d. Provide medical/health case management to the student population targeting high-risk individuals/families with complex health, psychosocial, and quality-of-life needs.
  - e. Facilitate through partnership with school personnel expedient referral to community services as needed to include, but not limited to, Child Health and Disability Prevention (“CHDP”) Program, Targeted Low Income Children’s Program (TLICP), Access for Infants and Mothers (“AIM”) Program, California Children’s Services (“CCS”), and affiliated community support services.
  - f. Develop Public Health Nursing interventions to address identified health status disparities among student groups including racial/ethnic, gender, and economic factors.
  - g. Facilitate, in partnership with the school campus community, the development and promotion of a safe environment for women, children, and families.
2. Participate in data collection and evaluation specific to service outcome objectives.
  3. Contribute public health expertise to the ongoing strategic planning process specific to continued development and implementation of school-based public health services.
  4. Provide, as needed, quantitative and qualitative financial data on expended funds, based on generally accepted accounting principles, for each budget cycle closure.
  5. Provide quantitative and qualitative service data, as needed, on the delivery of campus/in-home based public health nursing services.
  6. Provide “in kind” consultation including public health staff resources in partnership with education personnel to develop, review, analyze, evaluate, and maintain policies and procedures designed to facilitate and optimize an operational model for the efficient/effective delivery of public health school-linked services.
  7. Provide technical expertise, training and support to general and campus community based stakeholder groups specific to future development and maintenance of school-community linked public health services.
  8. Develop and maintain effective risk identification, referral, and evaluation procedures specific to service access, intervention, and support to students and their families in partnership with education personnel.
  9. Maintain active membership on the Local Enforcement Agency (“LEA”) Steering Committee and Medi-Cal Reimbursement Committee for sustainability on an as-needed basis.
  10. Maintain all related Public Health Nursing records in accordance with the Health and Human Services Agency 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 (“HIPPA”) 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.
- B. EDUHSD agrees to:
1. Provide a District liaison for coordination of contract administration.
  2. Provide access to, and use of, an appropriate space for County staff in which to provide periodic clinical services and referral promotions; including a confidential area for interviews, examinations, etc.

3. Obtain permission slips from parents for referrals for student health treatment and/or screening as determined by appropriate law.
4. Provide County staff a locked file cabinet, access to a telephone, and a means to receive messages.
5. 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.
6. Maintain a service referral process to facilitate student access to services.
7. Inform students, parents, and the community of the campus based collaborative and available services Program.
8. Develop, review, analyze, evaluate, and maintain policies and procedures designed to facilitated and optimize an operational model for the efficient/effective delivery of public health school-linked services in partnership with public health personnel.
9. Develop and maintain effective risk identification, referral, and evaluation procedures specific to service access, intervention, and support of students and their families in partnership with public health personnel.

## **ARTICLE II**

**Additional Requirements:** In the performance of services under this Agreement, EDUHSD and assigns 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. Ensure that no staff, paid or volunteer, 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, are knowingly employed in the administration or provision of services under this Agreement.

## **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2013 to June 30, 2016 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

**ARTICLE IV**

**Compensation for Services:** County shall submit quarterly invoices to EDUHSD representing twenty-five percent (25%) of that fiscal year's amount due to County for services provided herein. EDUHSD agrees to pay County within thirty (30) days following EDUHSD's receipt of invoice.

<b>Fiscal Year</b>	<b>Amount</b>
July 1, 2013 through June 30, 2014	\$30,000
July 1, 2014 through June 30, 2015	\$30,000
July 1, 2015 through June 30, 2016	\$30,000
<b>Total Not-To-Exceed:</b>	<b>\$90,000</b>

A. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

<b>Mail invoices to:</b>	<b>Mail remittance to:</b>
El Dorado Union High School District 4675 Missouri Flat Road Placerville, CA 95667 Attn: Christopher R. Hoffman, Superintendent	Health & Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite A Placerville, CA 95667

B. Not-to-Exceed: Compensation for services provided under this Agreement shall not exceed \$90,000 over the term of the Agreement.

**ARTICLE V**

**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 VI**

**County 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 subcontractor only to EDUHSD and shall not act as subcontractor 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 VII**

**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 VIII**

**Independent Contractor/Liability:** Parties are, 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. EDUHSD 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.

Parties 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. County shall not be charged with responsibility of preventing risk to EDUHSD or its employees.

## **ARTICLE IX**

### **Fiscal Considerations:**

- A. **Program Specific Funding:** County's performance of this Agreement is contingent upon receipt of funding from Federal Title V – Maternal and Child Health Services Block Grant and Federal Title XIX of the Social Security Act for activities specific to improving the health of children.

If the above-noted funds are reduced or eliminated, the parties agree that this Agreement may need immediate modification to reduce the level of service up to and including termination of this Agreement in full. County will notify EDUHSD within ten (10) working days if funding is reduced or terminated and advise EDUHSD whether the Agreement is to be modified or terminated, per the Article titled "Termination."

- B. **County Funding:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado 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.

**ARTICLE X**

**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 AND HUMAN SERVICES AGENCY  
941 SPRING STREET, SUITE 3  
PLACERVILLE, CA 95667  
ATTN: MICHAEL UNGEHEUER, CONTRACT ADMINISTRATOR

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to EDUHSD shall be addressed as follows:

EL DORADO UNION HIGH SCHOOL DISTRICT  
4675 MISSOURI FLAT ROAD  
PLACERVILLE, CA 95667  
ATTN: CHRISTOPHER R. HOFFMAN, SUPERINTENDENT

Or to such other location as EDUHSD directs.

## **ARTICLE XII**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by County during 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 identified 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 XIII**

**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 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 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 EDUHSD's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EDUHSD, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of 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 XIV**

**Insurance:** County is self-insured and shall provide evidence of same to EDUHSD.

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 Worker's Compensation and Employer's 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.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by EDUHSD in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. 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.
- F. 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.
- G. 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 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 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.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. 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 EDUHSD shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. 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.
- L. 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.
- M. EDUHSD's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. 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.
- O. 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 protection of the County.
- P. Contractor 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."

#### **ARTICLE XV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by County under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVI**

**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 XVII**

**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 XVIII**

**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 XIX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXI**

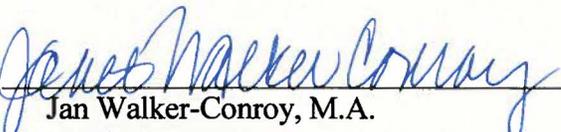
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Michael Ungeheuer, RN, MN, PHN  
Community Public Health Nursing Manager

Dated: 6/20/13

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Jan Walker-Conroy, M.A.  
Interim Director  
Health and Human Services Agency

Dated: 6/21/13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #005-F1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ron Briggs, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

- - EL DORADO UNION HIGH SCHOOL DISTRICT - -

By:  \_\_\_\_\_  
Christopher R. Hoffman, Superintendent

Dated: 6/10/13

zmm