

## AGREEMENT FOR SERVICES #843-PHD0509

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**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 95667-4585, 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 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 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

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

**Article I. Scope of Services:**

County, through its Health Services Department – Public Health Division, agrees to:

Section 1.01 Provide on-campus, a Public Health Nurse (PHN) as part of a multidisciplinary team, not to exceed 24 hours per week, to render culturally sensitive services as follows:

- (a) Public Health Nursing expertise in wellness assessment that includes psycho-social, physical, functional, dental, and risk avoidance behavior parameters.
- (b) 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.
- (c) Case finding and early intervention for pregnant and parenting adolescents.
- (d) 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 resources (i.e., psychologist, academic counseling, and administration referrals to CHDP, Healthy Families, Medi-Cal, AIM, CCS, and affiliated community resources.
- (f) Collaboration/cooperation as appropriate with all community based agencies.
- (g) Develop Public Health Nursing interventions to address identified health status disparities among student groups including racial/ethnic, gender, and economic factors.
- (h) Facilitate access to appropriate and needed care within the network of community resources through referral and advocacy for all women, children, and families.
- (i) Facilitate in partnership with the project participants development of a safe environment for women, children, and families.

Section 1.02 Participate in and provide data for the evaluation of the services provided to the campus population.

Section 1.03 Participate in the strategic planning process for the purpose of modifying school-based services as required.

Section 1.04 Provide accounting of expended funds at the end of each budget cycle.

Section 1.05 Submit progress reports documenting assessment/service data related to referrals/outreach/home visitation and number of participating youth and families.

Section 1.06 Provide “in kind” consultation and staff resources to participate in the development of policies and procedures related to the Healthy Start 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.

Section 1.07 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.

Section 1.08 Cooperate in the development of criteria for identifying and servicing students and their families based on eligibility requirements designated by service providers.

Section 1.09 Participate as a member of the LEA-Steering Committee and Medi-Cal Reimbursement Committee for sustainability on an as needed 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 Health Services Department – Community Public Health Nursing 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 agency chief is noted as the custodian of records.

**El Dorado Union High School District agrees to:**

Section 1.01 Provide a District liaison for coordination of contract administration.

Section 1.02 Provide access to and use of an appropriate space in which to provide periodic clinical services and referral promotion to the Health Services Department, which includes a confidential area for interviews, exams, etc.

Section 1.03 Obtain permission slips from the parents for referrals for student health treatment and/or screening as determined by appropriate law.

Section 1.04 Provide a locked file cabinet, access to a telephone, and a means to receive messages.

Section 1.05 Provide access to a computer network which stores information on student attendance, grades, schedule, and any other information relevant to the County's performance of the terms under this agreement.

Section 1.06 Provide a referral process for student access to services.

Section 1.07 Inform students, parents, and the community of the program.

Section 1.08 Participate in the coordination of policies and procedures related to the Healthy Start 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.

Section 1.09 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:** This Agreement shall become effective July 1, 2009 and shall expire June 30, 2010 unless earlier terminated pursuant to the provisions under Article XII herein.

**Article III. Compensation for Services:** EDUHSD agrees to pay County a total of \$23,000.00 over the term of this agreement for services as described herein. EDUHSD agrees that the origin of these funds will be such that Federal monies are not included. Payment to County for the services described shall be within 30 days of receipt of a quarterly invoice from County.

**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 County shall be addressed as follows:

**COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: MICHAEL UNGEHEUER, COMMUNITY BASED NURSING MANAGER**

or to such other location as County directs.

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 the EDUHSD directs.

**Article IX. 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.

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 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.

**Article X. 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 XI. Other Requirements – County agrees to:**

Section 11.01 Comply with the reporting requirements as defined in Section 11165 et seq. of the Penal Code.

Section 11.02 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:

- (a) 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 Welfare and Institutions Code Section 10850.
- (b) No person will make public, disclose, use or cause to be published, disclosed or use any confidential information pertaining to any person receiving State-funded services except as otherwise provided by Welfare and Institutions Code Section 10850.
- (c) 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.
- (d) Any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor.

Section 11.03 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 XII. 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. 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 XIII. 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 XIV. 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: 7-20-09

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

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Ron Briggs, Chairman  
Board of Supervisors  
"County"

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

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

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

**EI DORADO UNION HIGH SCHOOL DISTRICT**

By: Sherry Smith  
Sherry Smith  
Superintendent  
"EDUHSD"

Dated: 8/6/09