

Memorandum of Understanding #6260
Healthy Start Program

THIS MEMORANDUM OF UNDERSTANDING (MOU) is 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") and El Dorado Union High School District, 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 to improve and facilitate access to preventive health services for all students and their families; and

WHEREAS, EDUHSD has determined that it is necessary for access to Public Health Nursing services on site at El Dorado Union High School and associated district campuses for what is commonly referred to as “Healthy Start Initiative” activities (HSP); and

WHEREAS, EDUHSD has requested that the County enter into this MOU for the County to provide the Public Health Nursing services on site at El Dorado Union High School; and

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant’s stated purpose.

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

ARTICLE I

Responsibilities:

- 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 and associated campuses as needed, 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, nutrition counseling, and reproductive health guidance.

- c. Provide case finding and proactive PHN 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 including, but not limited to, Community Health Center, dental providers, behavioral health providers, Child Health and Disability Prevention (CHDP) Program, Targeted Low Income Children’s Program (TLICP), Maternal Child Adolescent Health (MCAH) program, California Children’s Services (CCS), and affiliated community support resources.
 - 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. Protect data containing PII and/or ePHI of a subject by sending or receiving it via an encrypted method.
 7. 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.
 8. 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.
 9. 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.
 10. Maintain active membership on the Local Enforcement Agency (LEA) Steering Committee and Medi-Cal Reimbursement Committee for sustainability on an as-needed basis.
 11. 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 Deputy Public Health Director, 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 physical care services, minor sensitive services as defined by the State of California referral facilitation, education; including a confidential area for interviews, physical/psychosocial assessment, incidents of abuse or matters generally detrimental to physical or psychological wellbeing of the student/child.
3. Facilitate and secure consent/permission slip from the parents of students identified as needing referral to health screening and treatment services not otherwise defined as minor consent services.
4. Provide on campus County personnel, at minimum, with a standard work/office space inclusive but not limited to a locking file cabinet, telephone, general directory assistance, and message retrieval.
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 MOU.
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 program services.
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.
10. 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."*
11. 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 MOU.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall continue through June 30, 2025, unless terminated earlier pursuant to the provisions contained herein below in the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

ARTICLE III

Compensation: County shall submit quarterly invoices to EDUHSD representing twenty-five percent (25%) of that fiscal year’s amount due to County for Public Health Nursing services as part of the HSP. EDUHSD agrees to pay County within thirty (30) days following EDUHSD’s receipt of invoice.

Fiscal Year	Amount
Upon Execution through June 30, 2023	\$30,000
July 1, 2023 through June 30, 2024	\$30,000
July 1, 2024 through June 30, 2025	\$30,000
Total Not-To-Exceed:	\$90,000

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

Mail invoices to:	Mail remittance to:
El Dorado Union High School District 4675 Missouri Flat Road Placerville, CA 95667 Attn: Superintendent	Health & Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667 (Or preferred method) PHinvoice@edcgov.us

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

ARTICLE IV

Assurance of Compliance: EDUHSD shall comply with **Exhibit A**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. EDUHSD shall acknowledge compliance by signing and returning **Exhibit A** upon request by County.

ARTICLE V

Taxes: EDUHSD certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by EDUHSD to County. EDUHSD agrees that it shall not default on any obligations to County during the term of this MOU.

ARTICLE VI

Changes to Agreement: This MOU 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

County to El Dorado Union High School District: It is understood that the services provided under this MOU shall be prepared in and with cooperation from EDUHSD and its staff. It is further understood that this MOU does not create an exclusive relationship between EDUHSD and County, and County may perform similar work or services for others. However, County shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with County's responsibilities or hinder County's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: County shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. County, and all County's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this MOU. This confidentiality provision shall survive after the expiration or earlier termination of this MOU.

ARTICLE IX

HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. EDUHSD is a Hybrid Entity under said Act, and County, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), EDUHSD and County are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this MOU in its entirety.

ARTICLE X

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.

In the event County receives written consent to subcontract services under this MOU, County is required to ensure subcontractor remains in compliance with the terms and conditions of this MOU. In addition, County is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to EDUHSD upon request.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this MOU. County exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this MOU during the course and scope of their employment by County. Those persons will be entirely and exclusively under the direction, supervision, and control of County.

EDUHSD may designate the tasks to be performed and the results to be accomplished under this MOU, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but EDUHSD will not control or direct the manner, means, methods, or sequence in which County performs the work or services for accomplishing the results.

County, including any subcontractor or employees of County, shall not receive, nor be eligible for, any benefits EDUHSD provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. County shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. EDUHSD is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes County. County shall not be subject to the work schedules or vacation periods that apply to EDUHSD employees.

County shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that County provides for its employees.

County acknowledges that it has no authority to bind the EDUHSD or incur any obligations on behalf of the EDUHSD with regard to any matter, and shall not make any agreements or representations on the EDUHSD's behalf.

ARTICLE XII

Fiscal Considerations:

A. Program Specific Funding: County's performance of this MOU 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 MOU may need immediate modification to reduce the level of service up to and including termination of this MOU in full. County 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, per the Article titled "Termination."

- B. **County Funding:** The parties to this MOU 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 MOU to the contrary, County shall give notice of cancellation of this MOU 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 MOU. Upon the effective date of such notice, this MOU 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 MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: County acknowledges that if total compensation under this MOU is greater than \$10,000.00, this MOU is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this MOU, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the MOU.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable MOU provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the MOU by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving

notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If EDUHSD terminates this MOU, in whole or in part, for default:

1. EDUHSD shall pay County the sum due to County under this MOU prior to termination, unless the cost of completion to EDUHSD exceeds the funds remaining in the MOU. In which case the overage shall be deducted from any sum due County under this MOU and the balance, if any, shall be paid to County upon demand.
2. EDUHSD may require County to transfer title and deliver to EDUHSD any completed work under the MOU.

The following shall be events of default under this MOU:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this MOU.
 2. A representation or warranty made by County in this MOU proves to have been false or misleading in any respect.
 3. County fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this MOU, unless EDUHSD agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: Either County or EDUHSD may terminate this MOU immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of County or EDUHSD.
- C. Ceasing Performance: Either County or EDUHSD may terminate this MOU immediately in the event either becomes unable to substantially perform any term or condition of this MOU.
- D. Termination or Cancellation without Cause: Either County or EDUHSD may terminate this MOU, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, EDUHSD will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to County, and for any other services that EDUHSD agrees, in writing, to be necessary for contract resolution. In no event, however, shall EDUHSD be obligated to pay more than the total amount of the MOU. 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 XV

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:

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COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contracts@edcgov.us

or to such other location as the County directs.

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to EDUHSD shall be addressed as follows:

EL DORADO UNION HIGH SCHOOL DISTRICT
4675 Missouri Flat Road
Placerville, CA 95667
ATTN: Superintendent
jclanton@eduhsd.k12.ca.us

or to such other location as the EDUHSD directs.

ARTICLE XVI

Change of Address: In the event of a change in address for EDUHSD's principal place of business, EDUHSD's Agent for Service of Process, or Notices to EDUHSD, EDUHSD shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, EDUHSD shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of EDUHSD or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

To the fullest extent permitted by law, County shall defend at its own expense, indemnify, and hold the EDUHSD harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of County or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 XVIII

Litigation:

- A. EDUHSD, promptly after receiving notice thereof, shall notify the County in writing of the commencement of any claim, suit, or action against the EDUHSD or State of California or its officers or employees for which County must provide indemnification under this MOU. The failure of the EDUHSD to give such notice, information, authorization, or assistance shall not relieve the County of its indemnification obligations.
- B. County, promptly after receiving notice thereof, shall immediately notify the EDUHSD in writing of any claim or action against it which affects, or may affect, this MOU, the terms and conditions hereunder, or the EDUHSD or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this MOU and the interest of the EDUHSD and State.

ARTICLE XIX

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.
- 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 the EDUHSD in the performance of the MOU.
- D. In the event EDUHSD is a licensed professional or professional consultant, and is performing professional services under this MOU, 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 MOU. In the event said insurance coverage expires at any time or times during the term of this MOU, 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 MOU, 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 MOU 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 MOU 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 EDUHSD'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 the 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 MOU.
- N. In the event EDUHSD cannot provide an occurrence policy, EDUHSD shall provide insurance covering claims made as a result of performance of this MOU for not less than three (3) years following completion of performance of this MOU.
- 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.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this MOU that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this MOU.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this MOU, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. EDUHSD attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of EDUHSD relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

ARTICLE XXIII

Licenses: County hereby represents and warrants that County and any of its subcontractors employed under this MOU has all the applicable licenses, permits, and certifications that are legally required for County and its subcontractors to practice its profession or provide the services or work contemplated under this MOU in the State of California. County and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this MOU.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this MOU is Michael Ungeheuer, MN, RN, PHN, Deputy Director Public Health, Health and Human Services Agency, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU 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 XXVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXVII

Partial Invalidity: If any provision of this MOU 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 XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

Counterparts: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXI

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

Requesting Contract Administrator Concurrence:

By: _____
Michael Ungeheuer, MN, RN, PHN
Deputy Director Public Health
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Daniel Del Monte, Interim Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO UNION HIGH SCHOOL DISTRICT --

By: _____
Ron Carruth, Superintendent
El Dorado Union High School District

Dated: _____

EXHIBIT A
“VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS”

NAME OF VENDOR/RECIPIENT: El Dorado Union High School District

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature

4675 Missouri Flat Road, Placerville, CA 95667

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance