



MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

OFFICE OF
STUDENT SERVICES
DIRECTOR

John Muir Health
and
Mt. Diablo Unified School District

Agreement for School Nurse Services

THIS AGREEMENT is made this 26 day of April, 2012 by and between the Mt. Diablo Unified School District (hereinafter "**District**") and John Muir Health, a California non-profit public benefit corporation, which operates the John Muir Community Health Alliance (hereinafter "**Contractor**"). District and Contractor are sometimes referred to in this Agreement as the "Party" or the "Parties" as applicable.

RECITALS

WHEREAS it is the desire and intention of the Contractor to offer its personnel to act as a school nurse for two elementary schools located within the Mt. Diablo Unified School District, and

WHEREAS the District desires to enhance the school nurse services available to these low income elementary schools with the use of additional personnel,

THEREFORE it is agreed between the parties as follows:

AGREEMENT

1. **Services.** Contractor agrees to provide, at no cost to District, one (1) individual (hereinafter referred to as "School Nurse") to perform the services described in Exhibit "A" (the "Services") of this Agreement for the following elementary schools located within the District:

Meadow Homes Elementary School, located at 1371 Detroit Avenue, Concord
Cambridge Elementary School, located at 1135 Lacey Lane, Concord

(collectively referred to as "School"). The School Nurse shall have the qualifications set forth in Exhibit A. The School Nurse provided under this Agreement will provide the Services for a maximum of forty (40) hours per week, divided equally, between the two schools. It is the intention of the Parties that the School Nurse provided by Contractor shall be in addition to and supplement the currently funded school nurse position(s) within the District.

2. **Term and Termination.**

(a) This Agreement will be in effect during the 2012-2013 (from July 1, 2012 to June 30, 2013) and 2013-2014 (from July 1, 2013 to June 30, 2014) school years.

(b) Either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party.

(c) Should either Party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Termination shall be effective immediately on receipt of said notice.

3. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor of District. Under no circumstances shall School Nurse and/or Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall School Nurse and/or Contractor look to District as his/her employer, or as a partner, agent, or principal. Neither School Nurse nor Contractor shall be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for the School Nurse in conducting the Services hereunder.

4. **Fingerprinting and Criminal Records Check of School Nurse.** Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the School Nurse. Contractor shall not permit School Nurse to have any contact with School pupils until such time as Contractor has verified in writing to the governing board of the District that the School Nurse has not been convicted of a felony, as defined in Education Code §45125.1. District shall assist Contractor in screening Contractor personnel, at the sole cost of Contractor.

5. **Rules and Regulations.** Contractor and/or School Nurse shall comply with all laws and regulations of the State of California related to the Services and such policies and rules of the District related to the Services which include: submitting accurate forms, reports and other required documents, complying with mandatory child abuse reporting laws, and adhering to California adopted curriculum and standards as they relate to the Services.

6. **Mutual Indemnification.** Each Party hereto shall indemnify and hold harmless the other Party hereto against: (a) any and all liability arising out of such Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of such Party, its employees or agents arising out of the Services performed under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of a Party in connection with the defense of such claims.

8. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT:

Mt. Diablo Unified School District
1936 Carlotta Drive Address:
Concord, CA 94519-1397
Attn: Superintendent
Phone:
Fax:
Tax ID #:

CONTRACTOR:

John Muir Health dba Community Health Alliance
1341 Galaxy Way, Suite D
Concord, CA 94520
Attention: Lynn Baskett
Phone:
Fax:
Tax ID #

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

10. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

11. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

12. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Felicia Stuckey-Smith
By: J. Smith
Title: Director, Student Services

JOHN MUIR HEALTH DBA COMMUNITY HEALTH ALLIANCE

L. H. Baskett
By: Lynn H. Baskett
Title: Vice President Community Health Alliance

Authorized by: _____
Assistant Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

EXHIBIT A

SERVICES TO BE PERFORMED BY SCHOOL NURSE AND QUALIFICATIONS OF SCHOOL NURSE

GENERAL DESCRIPTION OF DUTIES: Responsible for providing school nurse functions including but not limited to assessing student's health status, identifying health problems that may create a barrier to educational progress, and developing a health care plan for management of the problems in the school setting.

ESSENTIAL JOB FUNCTIONS INCLUDE:

Ensure Access to Primary Health Care

1. Coordinate with Medi-Cal and CHDP representatives to facilitate applications for Healthy Families.
2. Consult with primary care providers/specialist MD's as necessary to effect student health status.

Provide System for Dealing with Crisis Medical Situations

1. Work with District to develop and implement emergency/disaster plans.
2. Train and supervise District staff or contracted personnel who perform specialized health care procedures with students requiring such services.
3. Assist in planning for emergency care for illness or injury of pupil(s) on school premises.
4. Report promptly to the principal (or an individual designated by the principal) any serious accident or illness affecting students.

Provide Mandated Screening and Immunization Monitoring

1. Conduct vision screening with all kindergarten, 2nd and 5th grade students and with other students receiving special education services.
2. Conduct hearing screening with all kindergarten, 2nd and 5th grade students and with other students receiving special education services.
3. Refer students who meet vision and hearing referral criteria and to conduct follow-up action on referrals.
4. Review all student immunizations for compliance as required by state law for entrance in California Public Schools and follow up in cases of non-compliance.
5. Review all first grade student physical examinations for compliance as required by the CHDP program and follow up in cases of non-compliance.

Provide a Process for Identification and Resolution of Student's Health Care that affect Educational Achievement

1. Complete health assessments for referred general education students and students being evaluated and/or reevaluated for special education who suspected or actual health concerns.
2. Consult with families, staff and health care providers regarding students receiving health care and to monitor students as appropriate.
3. Evaluate and interpret (to student, parents, school personnel) the health status of students.
4. Identify and follow up on chronic, acute, or latent health problems which may impair the learning process.
5. Recommend to the appropriate school personnel needed modification in the educational program.
6. Hold conferences with teachers or other school personnel as the need arises within the school year to review health information of students and to make plans for appropriate action.
7. Partner with community agencies to obtain needed resources for students identified needs.
8. Actively participate in school based Coordinated Care Teams.

Other School Related Responsibilities

1. While on site be responsible to the site administrator for the care, control, and instruction of the students in his/her charge.
2. Provide information and lead staff development activities on health-related matters in the school setting (e.g. communicable disease, medication administration, etc.).
3. Strengthen the educational process through improvement of the health status of students.
4. Assist in the coordination of the school and community health programs.
5. Promote a healthful and safe school environment by reporting to the administrator any condition of health and/or sanitation that may need correction.
6. Supervise the keeping of statistics and health records of pupils on such forms as are approved by the District.

Qualifications

License: Valid California Registered Nursing license.

Education: BSN degree from a regionally accredited college or university (eligible for Preliminary School Nurse Credential)

Experience: Minimum 2 years nursing experience; preferably in Public Health/Community Nursing.



**John Muir
Community Health Alliance**

1341 Galaxy Way, Suite D
Concord, CA 94520
T. (925) 363-7588
F. (925) 827-0385

A not-for-profit organization

May 9, 2012

Mt. Diablo Unified School District
Personnel Office
1936 Carlotta Drive
Concord, CA 94519

This letter is to inform Mt. Diablo Unified School District that our Registered Nurse staff, including Catherin Crofton, RN has been fingerprinted with the Department of Justice. If you have any questions, I can be reached at 925-363-7588.

Thank you,

A handwritten signature in black ink that reads "Chris Grazzini, RN". The signature is written in a cursive style.

Chris Grazzini, RN
Program Manger

**BETA Risk Management Authority
A Public Entity
CERTIFICATE OF COVERAGE**

This is to certify that Healthcare Entity Comprehensive Liability Coverage is in effect for the Named Member, subject to the provisions of the coverage contract listed below.

NAMED MEMBER: John Muir Health

COVERAGE: Evidence of coverage is extended to Mt. Diablo Unified School District, its officers, officials, employees, and volunteers as supplemental members as pertaining to the agreement between Mt. Diablo Unified School District and John Muir Community Health Alliance. Coverage will be deemed primary and noncontributory.

Certificate Number: NP-C-11-074

Effective Date: 7/1/2011 at 12:01 a.m.

Expiration Date: 7/1/2012 at 12:01 a.m.

Retroactive Date: 10/1/1984 at 12:01 a.m.

Coverage Type: Professional Liability - Claims made and reported
General Liability - Occurrence

**Healthcare Entity Comprehensive Liability Coverage
LIMITS OF LIABILITY**

\$2,000,000	Per Claim
\$2,000,000	Aggregate Per Contract Period

DEDUCTIBLE

\$25,000	Per Claim
NONE	Aggregate Per Contract Period

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive

Concord, CA 94519

CANCELLATION

Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.



Authorized Representative of BHG

BHG Risk Management Authority ("BHG")

A Public Entity

**AMENDMENT
SUPPLEMENTAL MEMBER**

Certificate Number:
NP-C-11-074

Amendment No.:
H131-64

Issued to: John Muir Health

Effective Date: 07/01/11 at 12:01 a.m.

Expiration Date: 07/01/12 at 12:01 a.m.

Additional Contribution: Per Contract

1. COVERAGE EXTENSION: It is understood and agreed that coverage afforded by this Contract is extended to:

Mt. Diablo Unified School District, its officers, officials, employees, and volunteers

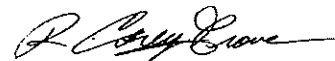
as a **Supplemental Member** pursuant to Section 7.2, but only for legal liability arising out of the acts, errors or omissions of the **Named Member** or a **Subsidiary** solely in the performance of the following contract with the **Named Member** or **Subsidiary**:

Agreement between John Muir Community Health Alliance and Mt. Diablo Unified School District

This Amendment does not extend coverage for the acts, errors or omissions of *Mt. Diablo Unified School District, its officers, officials, employees, and volunteers*.

2. ARBITRATION OF DISPUTES: EACH **SUPPLEMENTAL MEMBER** ACKNOWLEDGES AND AGREES THAT ANY AND ALL DISPUTES CONCERNING OR ARISING OUT OF THE CONTRACT OR THIS AMENDMENT SHALL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO SECTION 7 OF THE CONTRACT. BHG AND EACH **SUPPLEMENTAL MEMBER** WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL DISPUTES.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BHG

**BETA Risk Management Authority
A Public Entity
CERTIFICATE OF COVERAGE**

This is to certify that Automobile Coverage is in effect for the Named Member, subject to the provisions of the coverage contract listed below.

NAMED MEMBER: John Muir Health

COVERAGE: Evidence of coverage for Automobile Liability is extended to Mt. Diablo Unified School District, its officers, officials, employees, and volunteers as supplemental members as pertaining to the agreement between Mt. Diablo Unified School District and John Muir Community Health Alliance. Coverage will be deemed primary and noncontributory.

Certificate Number: NP-A-11-074

Effective Date: 7/1/2011 at 12:01 a.m.

Expiration Date: 7/1/2012 at 12:01 a.m.

Coverage Type: Occurrence

**Automobile Liability And Physical Damage Coverage Contract
LIMITS OF LIABILITY**

\$1,000,000 Each Accident, Combined Single Limit

The Combined Single Limit is subject to the following coverage limits:

Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident
Medical Payments	\$5,000	Each Accident

DEDUCTIBLE

Comprehensive:	\$250	Each Loss
Collision:	\$500	Each Loss

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive

Concord, CA 94519

CANCELLATION

Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.



Authorized Representative of BHG

BHG Risk Management Authority ("BHG")
A Public Entity
AMENDMENT
SUPPLEMENTAL MEMBER

Certificate Number: NP-A-11-074	Amendment No.: A405-44
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Issued to: John Muir Health		
Effective Date: 07/01/11 at 12:01 a.m.	Expiration Date: 07/01/12 at 12:01 a.m.	Additional Contribution: Per Contract

1. COVERAGE EXTENSION: It is understood and agreed that:

Mt. Diablo Unified School District, its officers, officials, employees, and volunteers is added to this Contract as a **Supplemental Member**, but only for legal liability arising from the use of **Covered Auto(s)** by the **Named Member** or its **Subsidiary** with respect to the following:

Agreement between John Muir Community Health Alliance and Mt. Diablo Unified School District

2. ARBITRATION OF DISPUTES: EACH **SUPPLEMENTAL MEMBER** ACKNOWLEDGES AND AGREES THAT ANY AND ALL DISPUTES CONCERNING OR ARISING OUT OF THE CONTRACT OR THIS AMENDMENT SHALL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO SECTION 7 OF THE CONTRACT. BHG AND EACH **SUPPLEMENTAL MEMBER** WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL DISPUTES.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BHG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James & Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): (925) 943-3264		FAX (A/C, No): (925) 932-4260
	E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE			NAIC#
INSURER A: Safety National Insurance Comp			15105
INSURED John Muir Health 1400 Treat Blvd. Walnut Creek, CA 94597-2142 925-952-2838	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4044856	9/21/11	9/21/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of excess workers' compensation and employers' liability insurance.

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

NUMBER 1799

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

JOHN MUIR HEALTH

STATE OF INCORPORATION CA

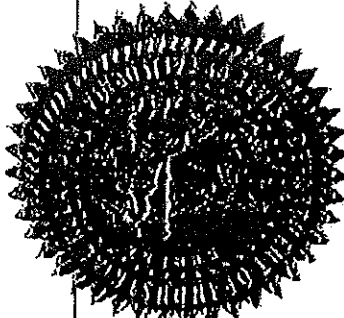
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-insure.

This certificate may be revoked at any time for good cause.*

EFFECTIVE DATE:

THE 1st Day of January 1977

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



James A. Ware
James A. Ware, Acting Manager

John C. Duncan

John C. Duncan, Director

*Revocation of Certificate: "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations under the this division of any of the following: (a) Habitually and as a matter of practice and custom including elements for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non-compliance with Title 8, California Administrative Code, Group 7 - Administration of Self Insurance