

John Muir Health
and
Mt. Diablo Unified School District

Agreement for Community Nurse Services

THIS AGREEMENT is made this _____ day of _____, 2010 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 community nurse for two elementary schools located within the Mt. Diablo Unified School District, and

WHEREAS the District desires to enhance the nursing 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 “Community 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 Community Nurse shall have the qualifications set forth in Exhibit A. The Community 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 Community 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 2010-2011 (from _____, 2010 to _____ 2011) and 2011-2012 (from _____ 2011 to _____ 2012) 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 *Community 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 *Community Nurse* and/or Contractor look to District as his/her employer, or as a partner, agent, or principal. Neither *Community 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 *Community Nurse* in conducting the Services hereunder.

4. **Fingerprinting and Criminal Records Check of *Community 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 *Community Nurse*. Contractor shall not permit *Community 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 *Community 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 *Community 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: (925)682-8000
Fax:
Tax ID #:

CONTRACTOR:

John Muir Health dba Community Health Alliance
1341 Galaxy Way, Suite D
Concord, CA 94520
Attention: Lynn Baskett
Phone: (925)363-7588
Fax: (925)827-0385
Tax ID # 94-1461843

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

By: _____
Title: _____

JOHN MUIR HEALTH DBA COMMUNITY HEALTH ALLIANCE

By: _____
Title: _____

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

EXHIBIT A

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

GENERAL DESCRIPTION OF DUTIES: Responsible to assist and support School Nurses in 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.

Assist in Provision of System for Dealing with Crisis Medical Situations

1. Assist District personnel to develop and implement emergency/disaster plans.
2. Assist 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.

Assist with Mandated Screening and Immunization Monitoring

1. Assist District School Nurses in vision screening with all kindergarten, 2nd and 5th grade students and with other students receiving special education services.
2. Assist District School Nurses in hearing screening with all kindergarten, 2nd and 5th grade students and with other students receiving special education services.
3. Assist District School Nurses in reviewing all student immunizations for compliance as required by state law for entrance in California Public Schools and follow up in cases of non-compliance.
4. Assist District School Nurses in reviewing 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. Assist District School Nurses in 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. Partner with community agencies to obtain needed resources for students identified needs.
7. 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 present 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. Assist District School Nurses in reviewing 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.