

**Contra Costa Health Services
and
Mt. Diablo Unified School District
AGENCY AGREEMENT
2010-2015**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the **Mt. Diablo Unified School District** (hereinafter “THE DISTRICT”), and **Contra Costa Health Services** (hereinafter “Agency”).

WITNESSETH

WHEREAS it is the desire and intention of the THE DISTRICT and the Agency to offer the following services through Mobile Clinics held on designated school sites, as listed herein.

The purpose of this Agreement is to allow the Agency to provide preventive health screenings, well-child examinations, and primary health care services to low-income and disadvantaged school children within the School District at mobile clinics at specially designated elementary, middle, and high schools in THE DISTRICT. The current schools selected for mobile clinic services include: Mt. Diablo High School, Ygnacio Valley High School, Concord High School, Cambridge Elementary School and Meadow Homes Elementary School. The County is the registered owner of the mobile clinic, licensed by the California Department of Motor Vehicles and the California Department of Health Services.

The Agency will provide comprehensive physical exams under the Child Health and Disability Prevention Program guidelines. Services include immunizations, TB testing, sports physicals, well-child care, and for middle and high school students only, family planning and sexually transmitted disease services (including pelvic exams, when appropriate), distribution of contraceptive methods, and related laboratory testing conducted by fully-qualified, licensed nurse practitioners. Identified health problems, which are beyond the treatment guidelines, will be referred to Agency facilities, a student’s own health care provider, a community provider or a CHDP provider for resolution.

The Agency will continue to provide education on health-related topics to students at the High Schools for the academic years of 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. Presentations will be given as negotiated with THE DISTRICT. The Agency will promote the

clinic services on all school campuses where services will be delivered through the outreach to school personnel and parents via staff and parent meetings, and outreach materials.

The mobile clinic will provide clinical services for six (6) to twenty (20) hours per week, with precise schedule to be arranged with each site, at the following schools: Mt. Diablo High, Ygnacio Valley High, Concord High, Cambridge Elementary and Meadow Homes Elementary. The specific schedule of the mobile clinic at each school will be arranged in consultation THE DISTRICT and the individual school sites. The locations of said services may change, upon mutual agreement between the Agency and THE DISTRICT.

No clinics will be held the second Wednesday of each month at any location.

For the mobile clinic sites, those schools receiving services will each provide:

1. Adequate parking to accommodate the mobile clinic during the clinic hours of clinic operation.
2. A 220-Volt outlet for electricity on the mobile clinic.
3. Access to each student's emergency card information.
4. A system of releasing students from class periods.

For the mobile clinic, Agency agrees to provide:

1. Mobile clinic vehicle in good operating order, repair, condition and appearance at all times in accordance with manufacturer's recommendations and maintenance schedules.
2. Agency shall provide all testing necessary to maintain the proper operation of Equipment including, but not limited to, regular preventive maintenance and servicing of the Equipment. Said maintenance shall be performed at the sole expense of Agency.
3. Agency shall be responsible for and shall provide, at its sole cost and expense, those supplies integral to the maintenance and operation of the Equipment, including, but not limited to vehicle and medical supplies.
4. Agency shall maintain medical records for patients receiving services under this Agreement. Such medical records shall be the sole property of County and County shall be responsible for the storage, maintenance, and confidentiality of such records.

5. Agency shall take all reasonable precautions to avoid loss or damage to the school site where any clinic services are being provided. THE DISTRICT shall have the right, at any time, to enter into and upon said vehicle for the purpose of inspection. Agency shall ensure that patient privacy is protected and that no patients' rights are violated by such access.

Agency agrees to provide the following Positions to deliver mobile clinic services:

Nurse Practitioner
Registered Nurse
Health Education Specialist
Community Health Worker
Driver/Clerk

Repositioned staff is paid for by Agency, and shall not be considered District employees. Agency agrees to notify THE DISTRICT in writing of names of Agency Personnel and any change to said names of Agency Personnel, and further agrees that any new personnel provided by Agency will undergo fingerprint clearance required of DISTRICT employees.

While at mobile clinic school sites, all repositioned staff will:

1. Follow school site's personnel policies regarding attendance and leave.
2. Maintain all required records, accurately complete monthly data reports in a timely manner, and collect required data for Annual report.
3. Deliver appointment slips to students if T.A.'s are not available. Note: T.A.'s may not be available all periods.
4. Maintain cleanliness of THE DISTRICT office space and equipment. For agencies using the group room, repositioned staff is responsible for emptying all trash after use and securing all doors.
5. Provide all school site key personnel as identified by THE DISTRICT with paperwork distributed to students and families.
6. Conduct outreach activities, attend health-related school site meetings, and in-service faculty and parents on school health services as requested.
7. Obtain fingerprint clearance required of all District employees.
8. Make every effort not to pull students from core classes (English, History, Math, and Science), or for more than one class period, and

explain to students their responsibility to make up any school work missed during the class period for which they have an excused absence to attend counseling.

9. Notify school administration immediately if student is judged to be a danger to themselves or others.

NOW THEREFORE, THE DISTRICT and the Agency mutually agree as follow:

1. PARENTAL CONSENT

Agency agrees to secure parental consent for all services when legally required to do so.

2. AGENCY/THE DISTRICT DISTINCTION

Agency agrees that the services being provided are being provided solely by the Agency, and that THE DISTRICT is providing access of Agency's services to students from Mt. Diablo High School, Ygnacio Valley High School, Concord High School, Cambridge Elementary School and Meadow Homes Elementary School through the mobile clinic. Agency agrees that the services are being provided solely by its employees, officers, and agents, and not by any employees, officers and agents of THE DISTRICT.

3. TERMINATION

This agreement will be reviewed quarterly to insure this arrangement continues to be satisfactory. If determined upon review, that the arrangement is not satisfactory, the agreement may be terminated by either party by giving the other party thirty (30)-days written notice of intent to terminate this agreement.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

4. INDEMNITY

Agency agrees to defend, indemnify, and hold harmless THE DISTRICT, its agents, officers and employees from any and all claims, damages, liabilities, losses, and expenses, including actual attorneys' fees and costs, arising out of or in any way resulting from the acts or omissions of its Agency's agents, employees, independent contractors, contractors, subcontractors, servants, and/or invitees, in connection with services provided by Agency at

Mt. Diablo High School, Ygnacio Valley High School, Concord High School, Cambridge Elementary School and Meadow Homes Elementary School, which those individuals may sustain from any cause including, but not limited to, bodily injury, including death, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of Agency, whether active or passive, by its or their agents, employees, contractors, subcontractors, or other persons.

5. INSURANCE

Agency shall secure and maintain in force throughout the term of this Agreement and any additional period such insurance as will fully protect Agency and District from claims under the State Workers' Compensation Acts, and from any and all claims, damages, liabilities, losses, expenses, including attorneys' fees and costs, resulting from any bodily injury, including death, and for loss or damage to property of others, including use thereof, which may arise in conjunction with this Agreement.

6. COMPLIANCE WITH LAW

In performing the terms of this Agreement, and executing each and all of its obligations hereunder, Agency and THE DISTRICT shall comply with all federal, state, county, city, and other applicable laws, rules, regulations, and ordinances, and will pay all license and permit fees, if any, necessary for all activities and operations to occur through the CIS and mobile clinic program. Agency and THE DISTRICT warrant that all persons performing services required under this Agreement shall meet applicable license, citizenship or alien status requirements. Agency and THE DISTRICT shall specifically ensure that all laws requiring fingerprinting of agents of Agency who will be present on campus and interacting with students be complied with.

IN WITNESS WHEREOF, each of the parties hereto has executed this AGREEMENT as of the date indicated with each signature.

Dated: _____

Mt. Diablo Unified School District
("District")

By _____
Superintendent of Schools

Dated: _____

Contra Costa Health Services (“Agency”)

By _____
Associate Health Services Director