



School: Lucerne Valley Unified School District  
8560 Aliento Road  
Lucerne Valley, CA 92356  
Attn: Peter Livingston, Superintendent

Department: Department of Public Health  
Office of Public Health Administration  
451 East Vanderbilt Way, 4<sup>th</sup> Floor  
San Bernardino, CA 92415  
Attn: Public Health Director

13. Department shall maintain on file at its offices a monthly activity report of the nurse's activities and screenings completed related to this Agreement. The report will be available upon verbal or written request by School.
14. School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. School's indemnification obligation applies to County's "active" as well as "passive" negligence but does not apply to County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
15. County agrees to indemnify and hold harmless School and its authorized agents, officers, volunteers and employees against any and all claims arising from County's negligent acts or omissions and for any costs or expenses incurred by County or School on account of any claim therefore.
16. In the event that County and/or School are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, County and/or School shall indemnify the other to the extent of its comparative fault.
17. When transmitting protected health information to School via electronic devices or media, Department shall utilize automated encryption protocols and systems, including password protection.
18. County and School are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
19. School shall require the carriers of required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. School hereby waives all rights of subrogation against County.
20. School and Department shall comply with applicable provisions and regulations of the Health Insurance Portability and Accountability Act, the California Confidentiality of Medical Information Act, the California Education Code, and any other applicable laws regarding the confidentiality and security of individually identifiable health information.
21. The term of this Agreement shall be from October 9, 2024 through June 30, 2025. This Agreement may be terminated by either party upon at least thirty (30) days' written notice to the other party of the effective date of termination. If such termination is effected, County will invoice School for costs associated with activities performed in accordance with this Agreement and paid at the rate in Paragraph 4 of this Agreement, through the effective date of termination.
22. Department, through its Director or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.
23. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

School and County shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

This Agreement, consisting of five (5) pages, and Attachment A, is the full and complete document describing the services to be rendered by the County to the School.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Lucerne Valley Unified School District  
(Print or type name of corporation, company, contractor, etc.)

By ► *Peter Livingston*  
(Authorized signature - sign in blue ink)

Name Peter Livingston  
(Print or type name of person signing contract)

Title Superintendent  
(Print or Type)

Dated: 9/13/2024

Address 8560 Aliento Road  
Lucerne Valley, CA 92356

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *Adam Ebright*  
Adam Ebright, County Counsel  
Date 09/19/2024

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Joshua Dugas*  
Joshua Dugas, Director  
Date 09/19/2024

**CONTRACTED SERVICES FOR FISCAL YEAR 2024-2025  
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH  
AND  
LUCERNE VALLEY UNIFIED SCHOOL DISTRICT**

**I. DEPARTMENT RESPONSIBILITIES**

County shall:

- a. Provide nursing services to include the following mandated services:
  1. Hearing screening
  2. Hearing re-check screening, as applicable
  3. Vision screening
  4. Near vision screening
  5. Color vision, as applicable
  6. Scoliosis screening
- b. As mutually agreed, consult with School to assess the status of students related to the services described above, and to reassess the status throughout the school year, as necessary.
- c. Act as a resource to School related to the services described above.
- d. Perform hearing screening tests by a certified audiometrist in Kindergarten, Second, Fifth, Eighth, and Tenth or Eleventh Grades, as applicable, including special education, new students to the school, and students referred for screening by School personnel.
- e. Perform hearing tests on preliminary failures.
- f. Perform vision screening which will include testing for acuity, near vision, and color blindness (as applicable), pursuant to Section 49455 of the California Education Code. Facilitate communication to parents of screening results requiring further assessment or follow-up. When a student's functional impairments preclude meaningful vision screening, this will be recorded, and the student's parent/guardian will be notified to obtain this evaluation and any subsequent care from an appropriate specialist.
- g. Inform parents in writing of the results for vision and scoliosis screenings that require further assessments, with telephone follow-up, as needed. Inform parents via letter of the results for hearing screenings that require further assessment.
- h. Prepare annual reports required by the State for hearing screening, using the form provided by the State or a form provided by the school district that meets all the requirements and captures all the data required by the State.
- i. Prepare documentation of the services described above and provide to school district for inclusion in the individual student's health records.
- j. Perform scoliosis screening on seventh grade girls and eighth grade boys as mandated by the California Education Code 49452.5.
- k. Provide health information for all identified students who need further diagnosis and treatment for health conditions related to hearing, vision, and scoliosis.

**II. SCHOOL RESPONSIBILITIES**

- a. Not less than ten (10) business days prior to the beginning of service delivery by Department, School shall provide an electronic roster of students to be screened (in Microsoft Excel, or compatible spreadsheet product). Roster shall include the first name, last name, gender, grade level, and teacher for each student. As applicable, roster shall indicate if the student is placed in special education or excluded from receiving screening services for reasons determined by School (e.g., long- or short-term independent study, medical/health status, opt out).
- b. School agrees to appoint a contact person for each school location at which screening services will be provided by Department. Said contact person will be available to Department staff to assist with

site-specific functions, including but not limited to, coordination with school administrative staff, teachers, and other relevant personnel; opening doors to and preparing the screening area, leading students to and from the classroom and screening area, and maintaining proper physical distancing between students while they await screening. School will notify Department of any changes in contact personnel, including telephone number and email.

- c. School will coordinate with Department to schedule recheck date(s) for students that fail preliminary hearing tests.
- d. School will notify, as applicable, speech and language therapists and/or appropriate personnel when screening results for students are available.
- e. School will provide forms to report the results of hearing screenings to the State, or in lieu of providing said forms, will indicate concurrence with the County's use of State forms, as provided by County.

**III. LOCATION OF SERVICE DELIVERY**

County shall provide the services described in this Agreement at the locations listed below:

- a. Lucerne Valley Elementary School
- b. Lucerne Valley Middle School/High School
- c. Lucerne Valley Community School (CDS)