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Contract Number

24-999

SAP Number

Department of Public Health

Department Contract Representative Dominic Carrera
Telephone Number (909) 832-0975

Contractor Encore Education Corporation
Contractor Representative Dr. Guillermo Munoz, Executive Director/Principal
Telephone Number (760) 956-2632
Contract Term 10/09/2024 through 06/30/2025
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center 9300321000
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is made and entered into by and between the Encore Education Corporation (School), and San Bernardino County (County), a political subdivision of the State of California. The San Bernardino County Department of Public Health is hereinafter referred to as "Department."

WHEREAS, the above named parties desire to set forth in writing the specific terms and conditions mutually agreed upon regarding nursing services for the purposes authorized by sections 49452, 49452.5, 49454, and 49455 of the California Education Code.

NOW THEREFORE, in consideration of the execution of this Agreement, the parties mutually agree to the following conditions.

- 1. Department shall provide nursing services for School as listed in Attachment A to this Agreement. Attachment A is hereby incorporated by reference and made part of this Agreement. Provision of services is subject to the availability of Department nursing staff to perform said services.
- 2. Department and School will agree upon a schedule for all screening services such that services do not begin prior to October 9, 2024, and conclude not later than April 30, 2025.

3. Department will make no more than two (2) visits to school locations within the district during the term of this Agreement. Department will screen all students that present for screening services during each Department visit.
4. School will reimburse Department at the rate of \$168.57 for each hour worked by Department staff providing and overseeing screening services, including preparation time, travel to and from school location(s), set-up and tear-down at school location(s), and conducting screenings on School's students. As applicable, screening types consist of hearing, hearing re-check, vision, near vision, color vision, and/or scoliosis. Department shall provide screening services at the school location(s) listed in Section III of Attachment A. By agreement of Department and School, and subject to availability of Department's resources, Department may provide screening services described in this Agreement at other locations, on the condition the locations are situated within San Bernardino County.
5. School agrees to reimburse Department upon receipt of an invoice stating the number of total screenings performed during the invoice period. School shall make two (2) installment payments annually to Department on or about January 31st and July 31st of each year. School will remit payment no later than thirty (30) days following receipt of invoice.
6. School shall notify Department as soon as possible concerning potential or actual interruption of school sessions/instruction resulting from COVID-19 or other occurrence(s) that will impede or prevent provision of screening services.
7. Department shall not be responsible for School's compliance with the California Education Code and/or other regulations, mandates, or requirements related to the services described in this Agreement, nor shall Department advise or provide interpretation to School concerning same.
8. School shall be responsible for maintaining compliance with the California Education Code and/or other regulations or requirements related to the services described in this Agreement.
9. School shall be responsible for notifying Department of amendments or other modifications to the California Education Code that affect Department's provision of screening services as described in this Agreement, including changes in requirements for screening types, frequencies, grade level/age of students, and/or reporting. School shall notify Department of said changes not less than thirty (30) days prior to the effective date of the change(s).
10. Prior to Department's performance of services as described in this Agreement, School shall be responsible for provision and collection of a document signed by each student's parent/guardian indicating their consent or permission for the student to receive vision, hearing, and/or scoliosis screenings, as applicable. School shall ensure consent or permission documents are completed, received, and available to Department for those students to be screened, prior to scheduling and confirming date(s) for service delivery with Department.
11. School shall be responsible for all contact and follow-up with parents/guardians of pupils that have failed preliminary screenings described in this Agreement, except for Department's initial notification (per contact information provided by School) of a failed preliminary screening or functional impairment that prevents screening.
12. Department and/or School may request changes to the Agreement through written request and subsequent amendment to the Agreement. All requests or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: Upon actual delivery, if delivery is by hand; or upon receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram or facsimile; or three (3) days following delivery into the First Class United States mail. Such request is to be sent to the respective party at the address indicated below. No amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

School: Encore Education Corporation
16955 Lemon Street
Hesperia, CA 92345
Attn: Dr. Guillermo Munoz, Executive
Director/Principal

Department: Department of Public Health
Office of Public Health Administration
451 East Vanderbilt Way, 4th 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 shall adhere to County's standard insurance language as indicated in Attachment B and provide evidence of insurance.
15. Reserved.
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 four (4) 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



Encore Education Corporation
(Print or type name of corporation, company, contractor, etc.)

By ► *Dr. Guillermo Muñoz*
Dr. Guillermo Muñoz (Sep 10, 2024 13:59 PDT)
(Authorized signature - sign in blue ink)

Name Dr. Guillermo Munoz
(Print or type name of person signing contract)

Title Executive Director/Principal
(Print or Type)

Dated: 09/10/2024

Address 16955 Lemon Street
Hesperia, CA 92345

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 (Sep 27, 2024 18:05 PDT)
Joshua Dugas, Director
Date 09/27/2024

**CONTRACTED SERVICES FOR FISCAL YEAR 2024-2025
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
ENCORE EDUCATION CORPORATION**

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. Encore High School for the Arts

STANDARD COUNTY INSURANCE REQUIREMENTS

- A. School agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – 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 contract 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 the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain endorsements naming County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for County to vicarious liability but shall allow coverage for County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
 3. Waiver of Subrogation Rights – 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.
 4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by County.
 5. Severability of Interests – School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between School and County or between County and any other insured or additional insured under the policy.
 6. Proof of Coverage – School shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Department, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, School shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
 7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
 8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
 9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by School or County payments to School will be reduced to pay for County purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. School agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

11. School agrees to provide insurance set forth in accordance with the requirements herein. If School uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, School agrees to amend, supplement or endorse the existing coverage to do-so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, School shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of School and all risks to such persons under this Contract.

If School has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – School shall carry General Liability Insurance covering all operations performed by or on behalf of School providing coverage for bodily-injury and property damage with a combined single limit of not-less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol

1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If School is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

Or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

Or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Abuse/Molestation Insurance – School shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities.