

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21531

SAP Number

N/A

Department of Public Health

Department Contract Representative	John Greswit
Telephone Number	(909) 388-0255
Contractor	Encore Education Corporation
Contractor Representative	Denise Griffin, CEO
Telephone Number	(760) 956-2632
Contract Term	07/14/21 through 6/30/22
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	9300321000

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is made and entered into by and between the Encore Education Corporation (School), and the County of San Bernardino, a political subdivision of the State of California (County). 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. The 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 August 2, 2021, and conclude not later than April 29, 2022.
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 \$178.87 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 they are located within the County of San Bernardino.
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. 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).
7. 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 e-mail.
8. 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.
9. 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.
10. 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.
11. 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).
12. 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 his/her 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.
13. Except for Department's initial notification (per contact information provided by School) of a failed preliminary screening or functional impairment that prevents screening, School shall be responsible for

all contact and follow-up with parents/guardians of pupils that have failed preliminary screenings described in this Agreement.

14. 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: Denise Griffin, CEO

Department: Department of Public Health
Office of Public Health Administration
351 North Mountain View Avenue, Third Floor
San Bernardino, CA 92415
Attn: Public Health Director

15. County 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.
16. School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the 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 the 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 the 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.
17. 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.
18. In the event that the 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, the County and/or School shall indemnify the other to the extent of its comparative fault.
19. When transmitting protected health information to School via electronic devices or media, Department shall utilize automated encryption protocols and systems, including password protection.
20. County and School are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' 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.
21. The School shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the School and School's employees or agents from

waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

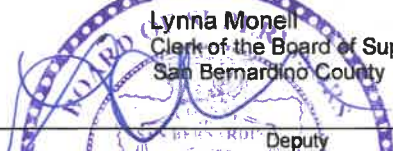
- 22. The School and the Department shall comply with applicable provisions and regulations of the Health Insurance Portability and Accountability Act, the California Confidentiality of Medical Information Act, the California Education Code and any other applicable laws regarding the confidentiality and security of individually identifiable health information.
- 23. The term of this Agreement shall be from July 14, 2021 through June 30, 2022. 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, the County will invoice the School for costs associated with activities performed in accordance with this Agreement and paid at the rate in Section 4 of this Agreement, through the effective date of termination.
- 24. The County's Department of Public Health, 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.
- 25. 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. The 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.

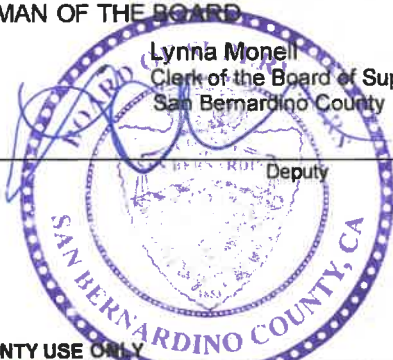
This Agreement, consisting of four (4) pages, and Attachment A, is the full and complete document describing the services to be rendered by the County to the School.

SAN BERNARDINO COUNTY


 Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 13 2021
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
 Lynn Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



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

By 
 (Authorized signature sign in blue ink)

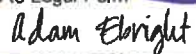
Name Denise Griffin
 (Print or type name of person signing contract)

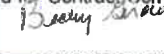
Title CEO
 (Print or Type)

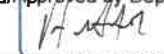
Dated: 6/14/2021

Address 16955 Lemon Street
Hesperia, CA 92345

FOR COUNTY USE ONLY

Approved as to Legal Form

 Adam Ebright, Deputy County Counsel
 Date June 29, 2021

Reviewed for Contract Compliance

 for
 Jennifer Mulhall-Daudel, Contracts Manager
 Date June 29, 2021

Reviewed/Approved by Department

 Andrew Goldfrach, Interim Director
 Date June 29, 2021

**CONTRACTED SERVICES FOR FISCAL YEAR 2021-2022
COUNTY OF SAN BERNARDINO 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 screening, 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 by 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 related conditions related to hearing, vision, and scoliosis.

II. SCHOOL RESPONSIBILITIES

- a. School staff will provide complete class lists in electronic format (Microsoft Excel, or compatible spreadsheet product) for each school class required to be screened, including 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 or medical/health status).

ATTACHMENT A

- 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 e-mail.
- 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