

**AGREEMENT
BETWEEN THE COUNTY OF KINGS AND
ALL KINGS COUNTY PUBLIC SCHOOL DISTRICTS**

This Agreement is entered into on August 1, 2016, by and between the County of Kings (“County”) and the Lemoore Union High School District (“District”) pursuant to the following recitals:

WHEREAS, Education Code Section 49403 states that the District shall cooperate with the local health officer in measures necessary for the prevention and control of communicable diseases in school age children; and

WHEREAS, the County receives immunizing agents from the California State Department of Public Health in order to support countywide preventable disease immunization efforts; and

WHEREAS, the District may permit a health care practitioner acting under the direction or pursuant to a standing order of a supervising physician and surgeon, to administer an immunizing agent or a tuberculosis screening agent to a district employee or to a pupil whose parent or guardian has consented in writing to the administration of the immunizing agent or tuberculosis screening agent; and

WHEREAS, the District’s health care practitioners may only administer immunizations for the prevention and control of annual seasonal influenza, influenza pandemic episodes, and any other diseases that represent a current or potential outbreak as declared by a federal, state, or local public health officer; and

WHEREAS, the local health officer may act and the parties agree to have the local health officer act as the supervising physician and surgeon in lieu of a physician and surgeon

employed by the school district;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as set forth below.

1. Immunization Program.

A. The Kings County Health Officer, a licensed physician in the State of California, shall serve as the supervising physician and surgeon for childhood immunizations for the District.

B. The following health care practitioners, acting under the direction of the Kings County Health Officer, may administer an immunizing agent within the course of a school immunization program or a tuberculosis screening agent: a physician assistant; a nurse practitioner; a registered nurse; a licensed vocational nurse who is acting under the supervision of a registered nurse, in accordance with applicable provisions of law.

C. A health care practitioner's authority to administer an immunizing agent or tuberculosis screening agent pursuant to this subdivision is subject to the following conditions:

- i. The administration of an immunizing agent or tuberculosis screening agent is upon the standing orders of the Kings County Health Officer and in accordance with any written regulations that the State Department of Public Health may adopt; and
- ii. The District's school nurse maintains control as supervisor of health in accordance with Education Code Sections 44871, 44877, 49422, and subdivision (a) of Section 49426 and is under the authority of the local school governing board.

D. No District health care practitioner shall administer immunizations or tuberculosis screening agents without the express written authorization of the Kings County Health Officer. The Kings County Health Officer shall only provide authorization for health care practitioners that:

i. Satisfactorily demonstrate competence in the administration of the immunizing agent or tuberculosis screening agent, including knowledge of all indications and contraindications for the administration of the agent, and the recognition and treatment of emergency reactions to the agent that constitute a danger to the health or life of the person receiving the immunization; and

ii. Possess the medications and equipment that are required, in the medical judgment of the Kings County Health Officer, to treat any emergency conditions and reactions caused by the immunizing agents that constitute a danger to the health or life of the person receiving the immunization or tuberculosis screening agent, and to demonstrate the ability to administer the medications and use the equipment as necessary.

E. Upon availability, the County will supply the District with Vaccine for Children (VFC) childhood vaccines. The District is responsible to purchase the tuberculosis screening agent and medications and equipment necessary to treat any emergency conditions and reactions caused by the immunizing agents.

F. Upon the prior authorization of the Kings County Health Officer, the District may use the Health Officer's DEA license number to order immunization and tuberculosis related products, serums, and vaccines in furtherance of this Agreement.

G. The District shall submit copies of all immunizations given to students to the County for data entry into the California Immunization Registry.

2. Term.

This Agreement shall commence upon the date set forth above and shall be effective for a period of five (5) years, unless earlier terminated.

3. Independent Contractor.

In the performance of this Agreement, the District shall be, and is an independent contractor and is not an agent or employee of the County. District has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. District shall be responsible for the close supervision of any employees or agents performing under this Agreement; the County shall not be responsible for such supervision except where expressly indicated herein.

4. Indemnification.

Each party shall defend, hold harmless and indemnify the other party, its officers, agents, employees, elected officials and volunteers, from and against any and all claims, causes of action, suits, costs, expenses (including court costs, investigative costs, litigation expenses and reasonable attorney's fees of both staff counsel and retained counsel), damages, judgments or decrees, related to or resulting in any person's or persons' injury, death, or property damage, and caused or allegedly caused, in whole or in part, by the negligent or willful act(s), including negligent performance of professional services, of the indemnifying party, its officers, agents, employees, elected officials and volunteers, in the performance of any duty, obligation

or service, including the violation of any legally mandated confidence, provided by/referred to in this Agreement.

5. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY: County of Kings
330 Campus Drive
Hanford, California 93230

DISTRICT: Lemoore Union High School District
5 Powell Avenue
Lemoore, CA 93245

6. Termination of Agreement.

The County may, by written notice to District, terminate the whole or any part of this Agreement immediately if District fails to perform as set forth in this Agreement. Either party may terminate this Agreement within thirty (30) days written notice to the other party.

7. Records.

District agrees to make available upon reasonable notice to the County and the State or their authorized representatives, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the District's place of business, or other mutually agreeable location in California. District agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms

of this Agreement for three (3) years following the termination of this Agreement.

8. Non-Discrimination.

In performing under this Agreement, District shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

9. Compliance with the Law.

District shall comply with all federal, state and local laws and regulations applicable to its performance under the Agreement.

10. Jurisdiction and Venue.

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. District hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

11. Severability.

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

12. Modification or Amendment.

This Agreement shall only be modified or amended through a written document signed by District and the Chairperson acting on behalf of the Kings County Board of Supervisors.

13. Integration.

This Agreement including the recitals represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral.

14. Confidentiality.

County is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*) and understands that information disclosed to District related to individual students is confidential. District shall hold all confidential information in trust and confidence and District shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, District shall maintain all written or descriptive matter, which contains any such confidential information.

A. District is a Covered Entity subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164. (Hereinafter "HIPAA"). District shall comply with the provisions of HIPAA for the protection of Protected Health Information.

B. District shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information.

15. Licenses and Permits.

District and all employees participating in providing services under this Agreement shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate

governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF KINGS

By _____
Chairperson of the Kings County
Board of Supervisors

DISTRICT

By  _____
Debbie Muro, Superintendent
Lemoore Union High School District



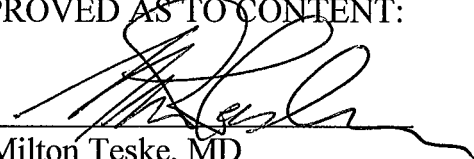
ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By _____
Catherine Venturella

By _____
Juliana F Gmur, Deputy

APPROVED AS TO CONTENT:

By  _____
Milton Teske, MD
Kings County Health Officer