

Agreement

THIS AGREEMENT is between the County of Wadena, by and through the Wadena County Public Health, hereinafter referred to as "Public Health" and Verndale School District Number 818, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Contractor has need for School Health Nursing Services; and

WHEREAS, Public Health has qualified staff to provide School Health Nursing Services,

NOW THEREFORE, in consideration of mutual covenants and agreement contained herein, it is agreed, by and between Public Health and the Contractor that:

A. Public Health agrees to:

1. Provide qualified school health nursing services of up to 300 hours direct per year. Direct time will include actual hours spent and travel time to and from the school. Direct time may include hours at another location as requested by the school. Hours above the 300-hour maximum will be prior approved by the school district. Public Health may substitute a nurse if the assigned nurse is not available.

2. Provide directly or indirectly the following requested school services, following written policies and procedures:

a. Individual student follow up.

b. Screening services

- 1) Lice checks as requested
- 2) Vision
- 3) Hearing
- 4) Scoliosis
- 5) Follow up on Early Childhood Screening referrals
- 6) Height and weight

c. Communicable disease control

- 1) Review fall immunization report which is submitted to the Minnesota Department of Health.
- 2) Review student health records.
- 3) Immunization clinics as necessary are arranged.
- 4) Follow up on communicable diseases.

d. Health education

- 1) Resources to teachers as time allows
- 2) Health problems including but not limited to:
 - a. Dental health
 - b. Cancer detection
 - c. Growth and development
 - d. Nutrition

- e. Provide general training sessions for new faculty/staff to meet OSHA Bloodborne Pathogen Standard 29CFR 1919.1030 requirements
- f. Provide Hepatitis B vaccine and administer to faculty/staff according to recommended schedule.
- g. Provide technical assistance to review and update the Exposure Control Plan as required by the OSHA Standard as requested.

3. Reports of school health activities will be made as requested during the school year and an annual report at the end of the school year.

4. Contract services to be provided will follow standards of school nursing as outlined in Goals of School Nursing, a publication of the Minnesota Nurse's Association; the School Health Manual, a publication of the Minnesota Department of Health, and the Nurse Practice Act of Minnesota.

5. Shall bill for services on a monthly basis within 30 days of the end of the month.

B. The Contractor Agrees to:

1. Provide office space, including a desk and phone for the nurse when working in the school.

2. Appoint a school health aide to assist the school nurse.

3. Make available forms, materials and equipment to be used for school records, correspondence and clinics.

4. Provide a contact person through whom teachers and school personnel can make referrals to the nurse.

5. Maintain and provide access to school health records.

6. Recording of clinics and screening results on health records will be done by the designated school health aide. The school nurse will work with the aide to teach proper recording. School Health Aide will keep current list of all students enrolled available for the school nurse.

7. Provide appropriate space for the school nurse to carry out school health activities. (e.g. hearing screening requires a quiet area, vision screening requires proper illumination.)

8. Assist Public Health in school health program development and evaluation by providing data and administrative conferences, if requested.

9. The Contractor may request additional hours of service beyond those specified in A1.

10. Reimburse Public Health for services at \$46.80 per hour for school nurse time.

11. Pay Public Health for services rendered within 30 days of billing.

12. Pay for mileage for school health nursing services on a monthly basis at the prevailing federal mileage rate for miles driven round trip from Public Health to the school and other school health services work related assignments to meet the needs of the school.

13. Pay Public Health for Hepatitis B vaccine services per employee at the current rate determined by Public Health including vaccine and administration costs.

14. Pay Public Health for photocopies at the public health office at the current established internal rate.

15. **Confidentiality.** The Contractor and its employees will maintain the confidentiality of all information regarding persons identified through this contract in accordance with all applicable state and federal statutes and regulations, including HIPAA privacy requirements. For purposes of complying with HIPAA security standards, the Contractor will maintain the appropriate administrative, technical and physical safeguards for individually identifiable health information that is electronically transmitted or maintained.

C. Joint Agreements

1. Public Health or Contractor may terminate this Agreement without cause and for any reason upon giving sixty (60) days written notice to the other party. In such event, Public Health shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

2. Any alteration, variation, modification or waiver of provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties and attached to this Agreement.

3. This Agreement shall constitute the entire Agreement between the parties and shall supercede all prior oral or written negotiation.

4. The duration of this contract is from July 1, 2019 through June 30, 2020.

In witness whereof, the parties hereto have caused this Agreement to be duly executed:

Attest:

Ryan Odden Date
Wadena County Coordinator

Cynthia M. Pederson, Director Date
Wadena County Public Health

Approved as to form and execution:

Paul Brownlow Date
Superintendent
Verndale School District #818

Kyra Ladd Date
Wadena County Attorney

Approved by Wadena County Board
Of Commissioners
Resolution dated: 6-25-19