

Contract for School Nursing Services
Between the
County of Yadkin and the Yadkin County School System
August 1, 2016- July 31, 2017

This agreement between the Yadkin County Human Services Agency, hereinafter referred to as the "Agency" and the Yadkin County School System, hereinafter referred to as the "School," or "Yadkin County Schools" or the "Sub- Contractor," is entered into for the purpose of providing school nursing services to the students of the Yadkin County School System.

Whereas both the Agency and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Yadkin County Schools, and

Whereas both the Agency and Yadkin County Schools mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Agency and Yadkin County Schools mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Agency and Yadkin County Schools mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between the Yadkin County Human Services Agency and Yadkin County Schools;"

NOW, Therefore, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Agency and the School agree as follows:

The Agency agrees:

1. To provide funds to the sub-contractor for the purpose of hiring or contracting with for 10 months a nationally certified school nurse or registered nurse working toward certification to provide school nursing services in Yadkin County for the 2016-2017 school year. Notwithstanding any other provision in this Agreement, in no event shall funds provided by the Agency exceed \$50,000, and in no event shall funds provided by the Agency exceed those funds that the Agency receives from the State of North Carolina through the SNFI.
2. That these funds will be paid monthly to the School upon submission of an invoice by the School that specifies the amount of reimbursement sought and the purposes for which the funds were spent. To the extent that funds are available, and to the extent that amount sought for reimbursement was spent on purposes that are contemplated by this Agreement and that may be reimbursed with SNFI funds, the Agency shall reimburse the sub-contractor using SNFI funds within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.

The Sub-Contractor agrees:

1. To utilize funds provided by the Agency for the sole purpose of hiring or contracting with for 10- months a nationally certified school nurse or registered nurse working toward certification, to provide school nursing services in Yadkin County's schools for the 2016-2017 school year. The funds may be used only for personnel costs (salary and fringe benefits), and for continuing education costs of up to \$750 per SNFI position.
2. To comply with assurances in Attachment I, which is incorporated by reference and is a full and complete part of this Agreement.
4. To ensure that any nurse hired with these funds will provide direct nursing services to students within one or more schools in accordance with the scope of service in Attachment II, which is incorporated by reference and is a full and complete part of this Agreement. Yadkin County Schools shall comply fully with Attachment II and shall be the "Contractor" for purposes of that Attachment. All plans, reviews, reports, and other documents that the Schools are required by Attachment II to submit shall be submitted to the Agency. For purposes of Attachment II, the "Contract Administrator" and the "School Nurse Consultant" shall be individuals designated from time to time by the Agencies.
5. To submit an invoice to the Agency monthly that specifies personnel and other allowable costs for the month for which the School is seeking reimbursement.
3. To provide adequate space, computer equipment and supplies for the nurse(s) hired, using other funds, at a level comparable to the support provided to all school nurses supported by the Agency or the Sub-Contractor.
4. To inform the Agency of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination, always within 4 working days of such action.
5. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
6. To provide supervision consistent with the annual Memorandum of Agreement of any nurses whose employment or contract are funded in whole or in part by the funds provided by this Agreement.
7. To assume the full responsibility for negligence of its employees whose positions are funded in whole or in part by this Agreement and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement (see attached).
8. To fully comply with all applicable laws and regulations and all rules, guidelines, and standards governing SNFI funds.

The parties agree that any nurses hired using funds provided under this Agreement shall be employees of Yadkin County Schools only and shall not be employees of the Agency. The parties agree and acknowledge that under this Agreement the Agency is providing funding only and is not responsible for employing, directing, controlling, or supervising any nurses hired with the funds provided under this Agreement. This Agreement is not intended to grant any rights to any third parties, and it shall not be deemed to create any partnership or joint venture between the Agency and Yadkin County Schools.

This contract shall be in effect for the period August 1, 2016 through May 31, 2017. Either party may terminate this contract with or without cause upon 30 days written notice.

Hereby agreed to by:

Yadkin County Human Services Agency
BY 
(Human Services Director)
DATE 5-2-16

Yadkin County Board of Education
BY 
(Superintendent)
DATE 04-05-16

Yadkin County Manager
BY 
(County Manager)
DATE 5-2-16

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act


County Finance Director
Date 4/20/2016

Sub-Contractor Finance Officer
Date _____

**AGREEMENT
FOR THE PROVISION OF
SCHOOL HEALTH SERVICES
BETWEEN
THE YADKIN COUNTY HUMAN SERVICES AGENCY MEDICAL CLINIC
and ENVIRONMENTAL HEALTH SERVICES
AND
THE YADKIN COUNTY BOARD OF EDUCATION**

The Yadkin County Human Services Agency Medical Clinic and Environmental Health Services ("Medical Clinic" and "Environmental Health") and the Yadkin County Board of Education ("Yadkin County Schools" or "school system") share a commitment to provide our county's school age children with services to promote and support health and health education and a healthy environment in which to thrive and grow.

Our general mission is to help all students develop to their fullest potential and become productive, informed and responsible citizens.

Now, therefore, in exchange for the mutual covenants and promises below, the Medical Clinic and Yadkin County Schools agree as follows:

- I. The County and School System wish to help all students develop to their fullest potential and become productive, informed and responsible citizens.
- II. Roles and Responsibilities for each Agency:
 - A. Both agencies will work together in Immunization compliance.
 - B. Follow all State and Federal regulations in regards to monitoring and identifying health care needs of children that may interfere with learning.
 - C. Environmental Health Services will provide cafeteria, water and sanitation inspections.
 - D. Reasonable access to health care at the Medical Clinic.
 - E. Both agencies will work together in Emergency/Disaster Preparedness response.
 - F. Medical Clinic will assist the school in communicable disease control.
- III. Process for developing recommended and locally approved written policies and related procedures.
 - A. The Director and School Nurse shall meet in December of each year and provide recommended new policies to the School Superintendent and County Manager no later than March of each year.
- IV. Designated representatives of the Medical Clinic and Yadkin County Schools will meet annual to evaluate the school health program.
- V. The term of this Agreement shall last from August 1, 2016 through June 30, 2017. Either party may terminate this Agreement earlier by providing ten days' advanced written notice

to the other party. Notwithstanding any other provision of the Agreement, all services provided by and activities performed by the Medical Clinic under this Agreement will be provided and performed to the extent permitted by Medical Clinic resources, as determined by the Medical Clinic in its sole discretion. This Agreement is not intended to grant any enforceable rights or privileges to any third party.

In witness whereof, the parties have executed this Agreement:

Yadkin County Board of Education

BY: Judd M. Muller
Its: Superintendent
Date: 04-04-16

Yadkin County

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

BY: Kim M. Murphy
County Manager: Daryl G. Drown Firm: —
Date: 5-21-16 4/20/2016

Yadkin County Human Services Agency

BY: John
Its: HSA Director
Date: 4/13/16

Attachment I

ASSURANCES

(To be initialed by Superintendent)

Assure that these contracted funds will not be used to supplant existing federal, State or Local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

JM

Assure that school nurse will be allowed to participate in required trainings.

JM