

NURSING CONTRACT AGREEMENT BLACK HAWK COUNTY HEALTH DEPARTMENT AND CEDAR FALLS SCHOOL DISTRICT

This AGREEMENT is made as of August 14, 2017, by and between the undersigned contractors.

This School Nursing Agreement is made and entered into by and between the Cedar Falls Community School District (hereinafter referred to as "CFCSD"), located at 1002 W. 1st Street, Cedar Falls, Iowa, and the Black Hawk County Health Department (hereinafter referred to as "BHCHD") located at 1407 Independence Avenue in Waterloo, Iowa. The term of this contract shall be from July 1st 2017 through December 27, 2017.

I. Purpose

WHEREAS, the BHCHD, currently provides services in the CFCSD through the School Nursing Project; and

WHEREAS, the Black Hawk County Board of Health has previously taken action in support of the School Nursing Proposal; and

WHEREAS, the Cedar Falls Board of Education has previously taken action in support of the School Nursing Proposal; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of their

II. AGREEMENT OF THE CONTRACT

NOW, THEREFORE, in consideration of the promises and covenants referred to above and hereinafter contained, the parties mutually agree as follows:

1. Responsibilities of the Cedar Falls Community School District. In addition to specific responsibilities of the CFCSD set forth elsewhere in the Agreement, the CFCSD shall:
 - a. The CFCSD agrees, at its own expense, to provide to the BHCHD adequate heating, cooling, water, and custodial services for the operation of the School Nursing Program at no additional cost.
 - b. All equipment and furniture currently utilized by CFCSD for its nursing program will be made available to BHCHD at no cost.
 - c. CFCSD agrees to maintain and repair the premises provided to the BHCHD under this Agreement.
 - d. CFCSD agrees to designate at least one individual in each building who will provide health services during those hours which are not covered by BHCHD Health Assistants. Medication administration education will be completed annually via the online program

sponsored by the Iowa Department of Education through Area Education Agencies supplemented by BHCHD in-services as needed to meet the standards of both new and existing CFCSD employees.

- e. CFCSD will designate all employees to receive annual blood borne pathogen training which will be provided as close to the beginning of the school year as possible and on an as needed basis thereafter.
 - f. CFCSD will reimburse the BHCHD in timely manner following the submission of monthly billing by the BHCHD.
 - g. Provide, maintain, and service a working laptop for each Registered School Nurse designated to work in CFCSD.
 - h. Provide Health Assistants working in CFCSD with access to their work session before the beginning of CFCSD calendar year, to set up their work stations.
 - i. CFCSD agrees to allow the School Nurses to promote health. The school nurse will provide health education by providing health information to individual students and groups of students through health education, science, and other classes. The school nurse will assist with health education curriculum development teams and may also provide programs for staff, families, and the community. Health education topics may include nutrition, exercise, smoking prevention and cessation, oral health, prevention of sexually transmitted infections and other infectious diseases, substance use and abuse, immunizations, adolescent pregnancy prevention, parenting, and others.
2. Responsibilities of the Black Hawk County Health Department. In addition to specific responsibilities of the BHCHD set forth elsewhere in this Agreement, the BHCHD shall:
- a. Establish and operate in the space described above.
 - b. Provide all necessary personnel for the efficient operation of the School Nursing Program. These personnel will include Health Assistants and Registered Nurses. The BHCHD shall coordinate and supervise the work performed by said personnel. All new employees will have a six month probation period and an annual performance evaluation thereafter. The Health Department will staff all buildings (9) nine school buildings (Cedar Falls High School, Holmes Junior High, Peet Junior High, Cedar Heights Elementary and Preschool, Hansen Elementary, Lincoln Elementary, North Cedar and Preschool, Orchard Hill Elementary, Southdale Elementary, and Southdale Center Preschool) according to students' needs which will be determined on a building by building basis. As a general procedure, each building will be staffed by a Health Assistant at least 6.5 hours per day. The above staffing totals should be construed to mean a guarantee of either total hours or personnel in the buildings on any given day. BHCHD will work close conjunction with CFCSD to assure the mutual satisfaction of the parties. Additional demands placed on the School Nursing Programs created by significant changes within the CFCSD will require special negotiations and an Addendum to the Agreement.
 - c. Provide each nurse with a cell phone and cell phone coverage to be reimbursed by CFCSD. (See Appendix 1)

- d. Facilitate training for Registered Nurses and Health Assistants. This will include at a minimum: CPR education/certification, First Aid education, Medication Administration education, Blood Borne Pathogen education, Dependent Adult/Child Abuse education, and education on special health needs of students, i.e. diabetes, seizure disorders and anaphylaxis on an as needed basis.
- e. Maintain policies for Registered Nurses and Health Assistants. Comply with current standards of care as established by the Health Department Management team, CFCSO, Iowa Board of Nursing and state and federal regulations. The policies will be specific with respect to the delineation of duties and decision-making authority among levels of the health care team.
- f. Submit monthly bill to CFCSO for personnel, travel, and training.

III. Term of the Agreement.

This Agreement shall be effective as the date executed by both parties to this Agreement and shall continue in effect for the period **of July 1, 2017 through December 27, 2017**, at which time both parties would mutually agree to continue the Agreement after renegotiations of costs, levels of service and any other area deemed appropriate by the parties.

IV. Termination

In the event that either party to this Agreement wishes to terminate this Agreement without cause, the other party to this Agreement may cause its termination on designated date by delivering written notice of said termination to the other party at least 60 days to the date. Written notice of termination as provided herein shall be sent by registered mail, age prepaid, to the address of the party as indicated in the endorsement below, or to such other address as either party may substitute therefore in writing delivered to the other party, and shall be deemed delivered three (3) days after the date of the mailing.

V. Professional Liability Insurance

BHCHD agrees to obtain and maintain for itself and its employees professional liability insurance covering all services of any kind offered through the operation of the School Nursing Program in accordance with standards of practice. BHCHD also agrees to require contractors performing any services for BHCHD in the operation of the School Nursing Program to obtain and maintain similar professional liability insurance for themselves and their employees.

VI. Indemnity and Hold Harmless

The BHCHD agrees to indemnify the CFCSO and hold CFCSO harmless from and against any and all claims liabilities, losses and causes of the action of whatever kind or nature, including costs of defense, court costs, and reasonable attorneys' fees, which are suffered by CFCSO or asserted against CFCSO by any person or entity and which are due to or caused by any action of BHCHD or its subcontractors in the operation of the School Nursing Program or by the services provided in the School Nursing Program by BHCHD or its subcontractors.

VII. Premises Liability and Insurance, Indemnity and Hold Harmless

WCSD agrees to provide premises liability insurance for the building in which the School Nursing services are performed. The WCSD further agrees to indemnify and hold harmless BHCHD and any other health service provider performing services in the School Nursing Program under this Agreement for any and all claims, liabilities, losses and causes of action of whatever kind or nature which are suffered by BHCHD or such other health service provider or asserted against BHCHD or such other health service provider by any person or entity, including all costs of defense, court costs, and reasonable attorneys’ fees incurred by BHCHD or such other health service provider as a result, and which claims liabilities, losses and causes of action arise out of, or are in connection with, a condition attributable solely to the premises in which the School Nursing Program is located and not to the services provided therein or to the operation thereof.

VIII. Confidentiality Provision

Both parties acknowledge that this agreement contemplates exchange of protected health information as identified in the Health Insurance Portability and Accountability Act of 1996. Both parties agree and shall abide by the privacy and security regulations and requirements of that federal legislation.

IX. Financial Provisions

BHCHD shall be responsible for all billing and collections for all services. The services and activities outlined above have been calculated to cost the CFCSO a total of **\$180,303 for half of the 2017-2018 school year**. Reimbursement to the BHCHD will be on an actual cost basis to be billed in monthly intervals. (See attached Budget). All financial transactions shall be reviewed semi-annually by a Partnership Audit Committee.

X. General Provisions

The BHCHD agrees that all services provided in the school Nursing Program will be provided to the individuals without regard to race, creed, color, national origin and disability and agree that all services provided will be in accordance with all federal and state laws involving the civil rights of persons who would utilize the School Nursing Program.

XI. Authorization

The persons executing this Agreement on behalf of CFCSO and CFCSO and BHCHD warrant that by affixing their signatures to hereto they are duly authorized to execute this Agreement on behalf of the entity for which they have executed same. All securities shall be purchased in the name of the Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of August, 2017.

Black Hawk County Health Department

By: _____

Kevin Blanshan, Chair
Black Hawk County Board of Health
1407 Independence Ave., 5th Floor
Waterloo, IA 50703

Cedar Falls Community School District

By: _____

Joyce Coil, President
Cedar Falls Board of Education
1002 W. 1st Street
Cedar Falls, IA 50613

Appendix I

Black Hawk County Health Department

Cedar Falls School Nursing Contract

Administrative	.44	335	13,178
Nurses	3.00	2,656	80,047
Health Assistants	4.95	4,671	69,917
Health Assistant Floats	.45	230	2,527

Total Salaries			165,669
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Cell Phones			1,000
Malpractice Insurance			1,500
Training & Travel & Pre-Employ			2,500
Supplies			2,000
Indirect Costs	5.8% of Salaries		7,634

Total Other Costs			14,634
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Total Salaries and Other Costs			180,303
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Appendix II

Job Category Descriptions

- **Division Manager:** Prepares and oversees annual school nursing budget, serves as the liaison with Waterloo Schools. Responsible for overall management staff.
- **Program Manager:** Responsible for day to day management of the School Nursing Program. Provides training and orientation of staff. Serves as the central point of triage for health concerns from school nursing staff. Oversees the development of Individualized Health Plans, attends IEP and transition meetings as needed. Serves as liaison with building staff evaluations. Assists with human resource functions of school nursing staff. Responsible for bi-weekly payroll approval.
- **Administration Aide I (job title to be determined):** Assists Program Managers with staffing including day to day coverage for absences, preparation of monthly staffing calendars, assists with daily time card functions, and coordinates health screenings. Responsible for obtaining all school nursing supplies facilitates and administrative duties related to staff training. Assists with data collection in the School Nursing Program, maintains records of school nursing procedure book.
- **Public Health Nurse:** Serves as the school nurse in assigned buildings (3-4 buildings per nurse). Responsible for reviewing the documenting all health concerns, prepares Individualized Health Plans, serves as a resource to the Health Assistant both by phone and onsite consultations. Performs high level nursing duties for students with special health care needs including but not limited to diabetes, asthma, seizure disorders, and allergies. Provides staff education for illnesses and conditions of students in the buildings as well as Medication Administration with the WCSD backup staff. Performs monthly medication counts in conjunction with the School Health Assistant.
- **School Health Assistant:** Responsible for the day to day operations of the health office including medication administration, illness/injury assessment and appropriate management with consultation from the School Nurse. Serves as a liaison between the health office and the families.