

SCHOOL NURSING AGREEMENT
between the
BLACK HAWK COUNTY HEALTH DEPARTMENT
and the
CEDAR FALLS COMMUNITY SCHOOLS

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 West 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.

WHEREAS, the BHCHD has been the provider of school nursing services for the 2015-2016 School Year; 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 Agreement as to the establishment and operation of the School Nursing Program.

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

- A. 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:
1. Provide to BHCHD a designated space within each of its school buildings for the provision of health services free of rental therefore.
 2. The CFCSD agrees, at its 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.
 3. All equipment and furniture currently utilized by CFCSD for its nursing program will be made available to BHCHD at no cost.
 4. CFCSD will provide laptops to each school nurse and offer technical support as needed.
 5. CFCSD agrees to maintain and repair the premises provided to the BHCHD under this Agreement.
 6. CFCSD agrees to designate at least one individual in each building who will provide

health services during those times 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.

7. 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. Training will be offered through the AEA 267 website or by the school nurses.
8. CFCSD will reimburse the BHCHD in a timely manner following the submission of monthly billing by the BHCHD.

B. 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:

1. Establish and operate in the space described above.
2. Provide all necessary personnel for the efficient operation of the School Nursing Program as per attached budget. 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 provide RN staffing for the following buildings according to student needs, Cedar Falls High School, Holmes Junior High, Peet Junior High, Cedar Heights Elementary and Preschool, Hansen Elementary, Lincoln Elementary, North Cedar Elementary and Preschool, Orchard Hill Elementary, Southdale Elementary, and Southdale Center Preschool. BHCHD will work in 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 this Agreement.
3. Provide each nurse with a cell phone and cell phone coverage.
4. 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.

5. Maintain policies for Registered Nurses and Health Assistants. Comply with current standards of care as established by the Health Department Management team, CFCSD, Iowa Board of Nursing and state and federal regulations. The policies will be specific with respect to delineation of duties and decision-making authority among levels of the health care team.
6. Participate in District committee meetings as appropriate.
7. Submit a monthly bill to CFCSD for personnel, travel, and training.
8. Provide CPR, AED, First Aid, Epi-Pen, Allergy Sensitive Environment, and/or Blood Borne Pathogens training to all interested CFCSD employees on an as needed basis. The scheduling of trainings will be agreed upon by CFCSD and BHCHD.

C. Term of the Agreement. This Agreement shall be effective as of the date executed by both parties to this Agreement and shall continue in effect for the period of one (1) year, at which time both parties will strive to continue the Agreement after renegotiations of costs, levels of service and any other area deemed appropriate by the parties.

D. 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 a designated date by delivering written notice of said termination to the other party at least six (6) months in advance of the designated termination date. Written notice of termination as provided herein shall be sent by registered mail, postage 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.

E. 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.

F. Indemnity and Hold Harmless. The BHCHD agrees to indemnify the CFCSD and hold CFCSD harmless from and against any and all claims liabilities, losses and causes of action of whatever kind or nature, including costs of defense, court costs, and reasonable attorneys

fees, which are suffered by CFCSD or asserted against CFCSD 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.

- G. Premises Liability and Insurance, Indemnity and Hold Harmless.** CFCSD agrees to provide premises liability insurance for the building in which the School Nursing services are performed. The CFCSD 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.
- H. 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.
- I. 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 CFCSD a total of **\$373,631** for the **2016-2017** School Year. Reimbursement to the BHCHD will be on an actual cost basis to be billed in monthly intervals. (Reference attached Budget Exhibit.)
- J. General Provisions.** The BHCHD agrees that all services provided in the School Nursing Program will be provided to 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.
- K. Authorization.** The persons executing this Agreement on behalf of CFCSD and CFCSD 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of August, 2016.

Black Hawk County Health Department

Cedar Falls Community Schools District

By: _____

By: _____

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

James Kenyon, President
Cedar Falls Board of Education
1002 West 1st Street
Cedar Falls, IA 50613

**Black Hawk County Health Department
Cedar Falls School Nursing Contract
School Year 2016-2017
Budget**

Component	Cost
Nurses: 3.07 FTE	\$178,822
Health Assistants: 5.32 FTE	\$163,412
Administration	\$26,897
PERSONNEL TOTAL	\$369,131
Malpractice Insurance	\$500
Training	\$800
Mileage	\$1,700
Cell Phones	\$1,500
NON-PERSONNEL TOTAL	\$4,500
TOTAL REQUEST	\$373,631