

Vendor #2729 contract #23068 \$160,000.00

#### ROWAN COUNTY CONTRACT MEMORANDUM

TO:

**Aaron Church, Rowan County Manager** 

FROM:

**Alyssa Harris** 

DEPT:

**Health Department** 

DATE

July 1, 2022

SUBJECT:

Rowan Salisbury School System - Contract

#### PURPOSE OF CONTRACT:

The Rowan County Health Department is contracting with Rowan Salisbury School System to provide school nursing (SNFI) services.

# **CONTRACT CERTIFICATION**

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
- 3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Health Director

DATE



# Contract for School Health Nursing Services Between the County of Rowan and Rowan-Salisbury School System June 1, 2022 - May 31, 2023

This agreement between the Rowan County Health Department, hereinafter referred to as the "Department", and the Rowan-Salisbury School System (sub-contractor), hereinafter referred to as the "School", is entered into for the purpose of providing school nursing (SNFI) services to the students of the Rowan-Salisbury School System.

Whereas: Both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being, and readiness to learn of all students in Rowan-Salisbury Schools; and,

**Whereas:** Both the Department and the School 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 Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) is a useful step toward the goal of having a nurse to student ratio that is consistent with the national standard, and improves access to basic health services for all students served; and

**Whereas:** Both the Department and the School mutually agree to continue to provide school nursing services as specified in the annually developed Contract between Rowan County Health Department and Rowan-Salisbury School System.

**THEREFORE:** In consideration of the following mutual covenants/conditions and any sums to be paid, the Department and the School agree as follows:

#### The Department agrees:

- 1. To provide funds not to exceed \$100,000 to the sub-contractor for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nursing certification for the 2022-2023 school year.
- To pay funds monthly upon submission of an invoice that specifies personnel and other
  allowable costs and the Department shall pay the sub-contractor within thirty (30) days of
  receipt of the invoice. Any adjustments to the invoice shall be taken into account in the
  succeeding invoice or soon thereafter.
- 3. To assure payment for funds is used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.
- 4. To participate in the Rowan-Salisbury School Health Advisory Council.
- 5. To collaborate with the School to include the School Health Nurses in emergency/disaster preparedness trainings, and to include information on the school health nurse role in a public health emergency and sheltering situation.
- 6. To collaborate with the School in providing communicable disease control and prevention

measures in the school system. This will include immunization events in an effort to have all students meet the Department of Public Health requirements for childhood vaccinations.

## The Sub-Contractor agrees:

- To provide a detailed budget to the Division of Public Health Regional School Health Nursing Consultant, Kim Richau, by September 1, 2022.
- 2. To utilize funds not to exceed \$100,000 for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nurse certification for the 2022-2023 school year.
- 3. This certification must be completed no later than three years after employment as a school nurse. The School will submit a certification plan within 30 days of hire and will update the plan at least twice annually until the nurse is certified.
- 4. To complete, sign, and submit an annual written Work Plan to assure the provision of identified basic health services.
- 5. To provide direct nursing services to students within one or more schools following the scope of work in Attachment II.
- 6. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
- 7. To provide adequate space, computer equipment, supplies and travel reimbursement for the designated position through other funds at the same level as provided to other school nurses supported by the Department or the Sub-Contractor.
- 8. To inform the Division of Public Health Regional School Health Nursing Consultant of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
- 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.
- 10. To provide supervision of the SNFI nurses according to the Division of Public Health Regional School Health Nursing Consultant.
- 11. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions, and for all nurses employed directly by the Sub-Contractor, but functioning under the direction of this contract.
- 12. To only use funds for salary, fringe, and to support continuing education and required school nurse training.
- 13. To assure that these funds will not supplant existing funds supporting school nurse positions.
- 14. To assure that the SNFI nursing positions will be allowed to assist the Department for local public health emergencies during state FY 2022-2023. The school health nurses may be called upon anytime to help the Department in a public health emergency which may include, but is not limited to, outbreak investigations, staffing mass dispensing or immunization clinics, providing disaster relief, sheltering, or other incidents that may arise.
- 15. To assure that services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the NC Board of Nursing.
- 16. To assure that services are provided in a culturally sensitive manner.
- 17. To assure that services are provided in adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family educational Rights and Privacy Act), as applicable. Where HIPPA and FERPA may appear to conflict, FERPA shall be followed in regards to records that become a part of the student's educational records.
- 18. To assure maintenance, storage, destruction, and archiving of student health records per FERPA and the NC Division of Cultural Resources, Records Retention and Disposition Schedule

	uly 1, 2022 through June 30, 2023 and is renewable this contract with or without cause upon 60 days written
Alyssa Harvs, Health Director Rowan County Health Department	Dr. Jason Gardner Interim, Rowan-Salisbury Schools Superintendent
Date: 06 27 2022	Date: 42/2
(Tihis instrument has been pre-audited in the randFiscal Control Act)	manner required by the Local Government Budget
Mr. James Howden County Finance Officer	Ms. Faith Lambeth School Finance Officer
Date:	JUN 1 ວ 7022 Date:
	'

#### Attachment I

### **Assurances**

(To be signed by the Superintendent of the Local Education Agency or other Sub-Contractor CEO)

Initials

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.

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

# Attachment II Scope of Work

#### Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the School District in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

- 1. Employ two nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.
- 2. Submit an annual written work plan for each school nurse, no later than one month from hire date to the Division of Public Health Regional School Health Nursing Consultant.
  - a. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
    - i. Preventing and responding to communicable disease outbreaks;
    - ii. Developing and implementing plans for emergency medical assistance for students and staff;
    - iii. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
    - iv. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
    - v. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
    - vi. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.
  - b. As required by HB 200 SL 2011-145 Section 10.22 (b): School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:
    - i. Serve as coordinator of the health services program and provide nursing care;
    - ii. Provide health education to students, staff, and parents;
    - iii. Identify health and safety concerns in the school environment and promote a nurturing school environment;
    - iv. Support healthy food services programs;
    - v. Promote healthy physical education, sports policies, and practices;
    - vi. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
    - vii. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
    - viii. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
    - ix. Be available to assist the county health department during a public health emergency.
  - c. The plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, no later than three years from the date of employment as a school nurse in North Carolina.

- 3. Submit a mid-year review of progress toward achieving goals in the work plan, scheduled by January 31, 2023 (if hired at start of school year) or by a date to be determined by the DPH regional school nurse consultant, if hired at a date different from start of school year.
- 4. Submit an annual report to the DPH Regional School Health Nursing Consultant that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report of data will be provided by the DPH Regional School Health Nursing Consultant to the subcontractor in September of each school year. The link to the online report will be provided by the Regional School Health Nurse Consultant to each SNFI nurse in the spring. The report is due from each individual SNFI nurse no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH Regional School Health Nursing Consultant.