

AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of July, 2021, between Catawba County Public Health, a political subdivision of the State of North Carolina (hereinafter “Public Health”) and Catawba County Schools, (hereinafter “School”).

W I T N E S S E T H:

WHEREAS, School requires the services of a healthcare provider for its students.

WHEREAS, Public Health has the expertise, experience and resources necessary to provide school health services to School.

WHEREAS, School agrees to do initial health screening of children and refer children with abnormal findings to Public Health’s assigned nurse.

NOW, THEREFORE, in consideration of mutual covenants and agreement herein contained, the parties agree as follows:

1. **Public Health Duties and Obligations relating to school health services:**

Administration, supervision, program planning, and evaluation

- Direct the supervision of the School Health program
- Assign Public Health nurses to as many schools within the district as reasonably practical
- Provide technical assistance and support to district staff in facilitating the School Health Advisory Council, including associated assessments and action plans
- Provide technical assistance and support to administrators and school wellness teams related to their participation in LiveWell Schools
- Work with the School to ensure the maintenance, storage, destruction and archiving of Health records (FERPA, 1974; NC DCR, 1999)
- Store and ensure confidentiality of all nurse-student contacts stored in Electronic Medical Record system
- Ensure continuous quality improvement
- Provide professional development for school health program personnel and school staff
- Implement quality assurance procedures
- Implement data collection procedures
- Align the activities of the school health program with the Whole School, Whole Community, Whole Child Model
- Abide by board of education approved policies and related procedures
- Verify Registered Nurse state licensure and National Board Certification for all school health personnel

Communicable disease control and prevention activities

- Assist School officials in interpreting immunization records with regard to North Carolina requirements; and assist families in understanding immunization requirements and in finding resources to obtain required immunizations
- Assist parents in obtaining immunizations for their school-age children
- Function under the direction of the Health Director in the event of a communicable disease outbreak involving students and school staff
- Monitor patterns of illness in assigned schools
- Assist School with communicable disease control

Health Education

- Act in a consultative role to assist teachers in implementing the Healthful Living Essential Standards in the Standard Course of Study
- Provide age appropriate health education programming on Health Promotion/Prevention, and other age appropriate health topics as requested and approved by School
- Provide staff training on emergency procedures, medication administration in the schools and other staff first responder issues
- Provide consultation and training to School personnel on any health-related policies/procedures as requested. Including SBE Policy SHLT-000 (Healthy Active Children) and Catawba County Schools Board of Education Policy 4.4200-6.1400 (Student Wellness)

Safe environment

- Work with School to provide a safe environment in the school setting
- Provide triage for medical and dental emergencies when possible and emergency care will be sought through the EMS or the appropriate provider
- Make and assist School in making child abuse and neglect reports as appropriate
- Assist the School with emergency/disaster plans as role dictates in emergency plans
- Receive training in emergency/disaster preparedness from CCPH on an annual basis
- Work with the School to assess and evaluate emergency plans

Identification and monitoring of children with health care needs that may interfere with learning

- Review Health Assessments for all students entering NC Public School for the first time and make referrals if needed and as appropriate to aid in maximizing optimal learning. (GS 130A-440)
- Assure compliance with SBE Policy HSP-G-006 by providing assessment, care planning, and ongoing evaluation of students with special health care service needs in the school setting
- Provide basic health assessments and refer to primary healthcare provider as appropriate.
- Participate on student services teams (such as 504, IEP, MTSS etc.) as requested
- Provide consultation and health screenings in the Exceptional Children's Program and to those children with special medical needs; develop Individualized Health Care Plans and assist 504 Accommodation Plans (for students identified with health related issues) in schools served by a Public Health nurse
- Provide medication oversight and training
- Comply with GS 115C-307: Invasive procedure delegation, oversight, and training
- Develop and implement emergency plans and individual healthcare plans for students
- Provide case management for students with medical issues that affect learning
- Comply with GS 115c-47 in providing diabetic care to students in schools
- Work with School to become CLIA compliant
- Ensure compliance of Epinephrine in School GS 115C-375.2A and provide oversight and training for school staff
- Provide training for each school's Medical Emergency Response Team (MERT) annually

Environmental Health

- Provide education and resources to students and staff regarding the use of tobacco products as needed
- Support schools in updating and implementing evidence-based tobacco-free policy as needed
- Work with School to meet other environment needs such as suspected mold, school air quality, or other identified needs

Access to healthcare

- Provide vision screening in grades 1, 3, 5, 7, and 9 in all schools; including any Kindergartner who does not have documentation of vision screening on the Health Assessment form
- Provide vision screening to any age child who exhibits signs of poor visual acuity or who is referred by School staff for vision screening

- Coordinate with the state Dental Hygienist to implement a preventive dental health program using state dental protocols in each elementary school, as requested
 - Work as a liaison with Kintegra Family Dental to provide dental care to students
 - Assist parents in the referral, follow up and securing of care for students following screening programs
 - Assist parents in identifying medical/dental homes and funding sources for health care
 - Assess acute health care problems of students and staff and make referrals to a primary care or acute care setting provider as appropriate
2. **School Duties and Obligations relating to school health services:**
- Refer those children who have health problems to the Public Health nurse.
 - Refer speech and hearing problems to the speech or hearing therapist.
 - Send dental referral materials home with the children after the initial screening.
 - Work with Public Health nurses in scheduling vision screenings.
 - Designate a contact person in each school to work with the assigned nurse and coordinate request for services.
 - Provide a work area for the nurse that is suitable for confidential nurse activities.
 - Inform nurses of students needing assistance with funding sources for medical and/or dental care.
 - Immediately report any communicable disease outbreak to Public Health.
 - Assist Public Health with data collection for program outcomes.
 - Provide access to Power Schools so nurses may have access to student records regarding absenteeism due to health conditions and/or during times of high rates of acute illnesses.
 - Lead the facilitation of the School Health Advisory Council and associated assessments and action planning processes.
 - Coordinate participation in LiveWell Schools by identifying a school wellness team, conducting assessments, and facilitating action plans annually.
3. **Duties and Obligations of both Public Health and School relating to school health services:**
- A. Develop and annually review school health outcomes and health policies and procedures.
4. **Duties and Obligations of both Public Health and School relating to emergency situations:**
- A. In the event of an emergency, school health staff may be temporarily reassigned until the emergency situation is concluded.
5. School agrees to pay up to **\$170,089 for the 2021/2022 school year** for the services covered by this Agreement and performed by Public Health School Nurse staff. A monthly invoice including a detail of actual expenditures for the month will be provided to the School system from which payment can be made. School will be invoiced monthly for expenses beginning in July until entire contract amount has been met. Additional funding sources will then be invoiced as appropriate.
6. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. School shall indemnify and hold Public Health harmless against any and all liabilities, including reasonable attorney's fees, only in the manner and to the extent permitted under North Carolina Law.
7. This Agreement does not constitute either party an employee, agent, representative, joint venture or partner of the other party, for any purpose whatsoever. Neither party is authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of the other party.
8. This Agreement may not be assigned by either party, nor shall any duty hereunder be delegated by either party, without the express written consent of the other party.

9. Each party agrees to indemnify and save the other party harmless, from any and all liabilities and claims of every kind, including attorney's fees, to which a party may be subjected on account of loss, destruction or damage to property or injury to or death of persons, arising out of or in connection with the negligent act or omission of the indemnifying party.
10. Each party shall give immediate written notice to the other party of all accidents or claims of any kind whatsoever arising out of the performance of Services under this Agreement. The parties shall cooperate fully with one another in the investigation, handling or prosecution of any such claim. By executing this Agreement, the parties authorize the release to the other party of any police, medical or accident reports germane to the performance of Services hereunder.
11. Any notice to be given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To Public Health: Jennifer F. McCracken, Health Director
Catawba County Public Health
3070 11th Avenue Drive SE
Hickory, North Carolina 28602
828-695-5801

To School: Dr. Matt Stover, Superintendent
Catawba County Schools
P O Box 1010
Newton, NC 28658
828-464-8333

12. That this Agreement shall commence on the 1st day of July 2021, and continue through the 30th day of June 2022, unless earlier terminated pursuant to the terms hereof.
13. Either party may terminate this Agreement, for good cause shown, upon thirty (30) days written notice. The foregoing notwithstanding, Public Health may terminate this Agreement at any time if funds are not appropriated in an amount sufficient for Public Health to meet its financial obligations hereunder.
14. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Catawba County.
15. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single Agreement.
16. Any payment to School for Services rendered hereunder is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriate revenue sources. If funds are insufficient to meet expected performance hereunder due to non-appropriation or reduction of funds by the source, Services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without further recourse. Any repayment of funds, including interest and/or penalties imposed on Public Health by any funding source, because of incomplete, inaccurate or inadequate documentation or other non-billable circumstance caused by School, will be reimbursed in full by School to Public Health.
17. If School, while performing duties and obligations for Public Health under this Agreement, shall have reason to possess Social Security numbers or other "identifying information" as defined in NCGS 132-1.10, School agrees to maintain said information in a strictly confidential manner. School further agrees that upon the termination of Agreement with Public Health, School shall

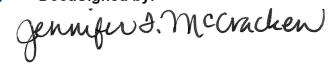
return to Public Health all Social Security numbers and other “identifying information” and provide Public Health a letter certifying that any electronics records of said information have been destroyed.

- 18. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Execution of this document in the space provided below acknowledges approval of the terms and provisions of this Agreement.

Catawba County


Date: 6/27/2021

DocuSigned by:

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By: Jennifer F. McCracken, Health Director

Catawba County Schools

Date: 6/28/2021

DocuSigned by:

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By: Karla Miller Aldridge, Chief Finance Officer

Date: _____

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By: Dr. Matt Stover, Superintendent

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 6/23/2021

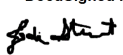
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Jeanne Jarrett, Interim Finance Director
 Account Number: 580308-650600
 Amount: \$170,089
 Grant Name & Number (if applicable):

APPROVED AS TO FORM

Date: 6/23/2021

DocuSigned by:

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Jodi Stewart, County Attorney

Date: _____

Risk Management

Date: _____

Rick Pilato, Chief Information Officer