GUILFORD COUNTY
CONTRACT NO. 38177-

NORTH CAROLINA
GUILFORD COUNTY

This AGREEMENT, made this 1st day of July, 2006 by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, through the Health Department, which is signing this agreement through it's Health Director, hereinafter referred to as the COUNTY, and GUILFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as the SCHOOLS;

W I T N E S S E T H:

WHEREAS, the parties hereto wish to provide school nursing services through the Guilford County Department of Public Health in the designated schools in the Guilford County School System.

NOW, THEREFORE, the parties agree as follows:

A. The COUNTY, through its Department of Public Health will:

1. Provide nursing supervision for nursing personnel hired as employees of the COUNTY under this agreement. This supervision will be in accordance with the Nurse Practice Act of the State of North Carolina and in keeping with standards of practice applicable to all school nurses working for the COUNTY.

2. Provide self-funding or malpractice insurance and assume responsibility for the nursing practice of personnel hired as COUNTY employees by this agreement.

3. Assume the cost of nursing supervision, continuing education, medical consultation, and clerical support for each nurse hired by this agreement, secure and provide office supplies, desks, and office space for use as a home base at the Health Department facility.

B. The SCHOOLS will:

1. Compensate the COUNTY for the 10-month salaries of five (5) full-time nurses, including employee benefits and cost of travel up to $260,282 per fiscal year, to be paid in a one-time payment before the end of the first quarter of the fiscal year or September 30, which ever occurs first.

2. Make space available and insure access to standard office equipment (desk/phone) for the nurses to use while working on site in the schools.

3. Provide a locked filing cabinet to maintain confidentiality of student medical records as required under the Family Educational Rights and Privacy Act of 1974 and other applicable laws.

4. Provide administrative direction for nursing personnel hired through this agreement. This administrative direction will be the responsibility of the office of the Superintendent Designee and applied by the principals in schools to which nursing personnel are assigned.

C. It is further understood and agreed that:

1. The school-nursing program will receive a total of 40 hours per school week of nursing service for each nurse employed under this agreement. The program will endeavor to carry out the objectives of the Guilford County Strategic School Health Plan.

2. The program, staff assignment(s), and services offered to the school(s) pursuant to this agreement will be determined by the mutual Agreement of the Health Department, the COUNTY, and the SCHOOLS.

3. The principals and nurses in the schools will evaluate services provided to the SCHOOLS through this Agreement. Representatives of the SCHOOLS and the Health Department will establish additional evaluation measures.

4. The COUNTY according to standards and competencies described in the Guilford County Strategic School Health Plan for contracted nursing services will do selection of any nursing personnel.

5. Conflict resolution in disputes arising from this contract shall be settled according to policies established by the Guilford County Strategic School Health Plan. The Superintendent of the SCHOOLS and the Director of the County Department of Public Health shall have authority over matters pertaining to this Agreement, in conjunction with appropriate COUNTY personnel policies.

6. The term of this contract begins July 1, 2006 and shall continue thereafter until such time as a new written contract is effective between the parties. Either party may nonetheless cancel this contract upon thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable, provided that all SERVICES provided prior to cancellation shall be paid for.

WITNESS the following signatures and seals all pursuant to authority duly granted.

ATTEST:

_____
Clerk to Board

GUILFORD COUNTY PUBLIC HEALTH

Kenneth L. Carter 8/31/06
Health Director / Assistant Health Director

APPROVED AS TO CONTENT

Felicia D. Reid 8/31/06
Department Representative

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

GUILFORD COUNTY

_____
County Manager

GUILFORD COUNTY BOARD OF EDUCATION

_____
Chairman

ATTEST:

_____

Title: _____

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act and GS115C.