

**NORTH CAROLINA
GUILFORD COUNTY**

This AGREEMENT, is hereby made, entered into, and effective as of this 1st day of July, 2019, by and between **GUILFORD COUNTY on behalf of its DEPARTMENT OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH DIVISION**, a body politic and corporate of the state of North Carolina, hereinafter referred to as the “**COUNTY**,” and the **GUILFORD COUNTY BOARD OF EDUCATION**, a county board of education organized and existing pursuant to N.C. Gen. Stat. §115C *et. Seq.*, hereinafter referred to as the “**SCHOOLS**,” and also collectively referred to as the “Parties”

W I T N E S S E T H:

WHEREAS, the State of North Carolina requires nursing services for North Carolina school children and the Parties hereto wish to provide school nursing services through GUILFORD COUNTY on behalf of its DEPARTMENT OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH DIVISION, in the designated schools in the Guilford County School System.

NOW, THEREFORE, the Parties agree as follows:

A. The COUNTY, through its DEPARTMENT OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH DIVISION, will:

1. Provide nursing supervision for five (5) 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, the COUNTY’s Personnel Regulations, and the DPH Agency Guidelines 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 five (5) personnel hired as COUNTY employees by this Agreement.
3. Assume the cost of nursing supervision, continuing education, medical consultation, and clerical support for five nurses hired by this Agreement, secure and provide office supplies, desks, and office space for use as a home base at the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH DIVISION facility.
4. Adhere to the rules and regulations required by the North Carolina School Health Program Manual located on the Department of Health and Human Services web site:
https://www2.ncdhhs.gov/dph/wch/doc/lhd/North_Carolina_School_Health_Program_Manual-Sixth_Edition.pdf

B. The SCHOOLS will:

1. Compensate the COUNTY for the 10-month salaries of five (5) full-time nurses, including employee benefits up to \$358,529.00 per fiscal year, to be paid in a one-time payment before the end of the first quarter of the fiscal year which is September 30th.
2. Make space available and ensure access to standard office equipment (desk/phone, locked file cabinets) for the nurses to use while working on site in the schools.

3. Provide a secure space at each school site to maintain confidentiality of student medical records as required under the Family Educational Rights and Privacy Act of 1974 as outlined in the North Carolina School Health Program Manual.
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 provide a total of forty (40) hours per school week of nursing service for the five (5) nurses employed under this Agreement. The program will endeavor to carry out the objectives of the Guilford County Strategic School Health Plan which is located on the Guilford County School web site: http://www.edlinesites.net/files/_rdC0V_/77e501a487ad9cdd3745a49013852ec4/Strategic_Plan_2016.pdf. (Once the 2018 Strategic Plan has been released, it (and the link to it) will apply.)
2. The program, staff assignments, and services offered to the schools pursuant to this Agreement will be determined by the mutual Agreement of the Health and Human Services Department, the COUNTY, and the SCHOOLS.
3. In accordance with the standards and competencies described in the Guilford County Strategic School Health Plan for contracted nursing services, the COUNTY will select nursing personnel.
4. 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 GUILFORD COUNTY DIVISION OF PUBLIC HEALTH shall have authority over matters pertaining to this Agreement, in conjunction with appropriate COUNTY personnel policies.
5. This Contract is effective beginning July 1, 2019 thru June 30, 2020, and requires an annual renewal. This Contract is subject to amendment at any time to accommodate changes made to Session Law 2011-145 which states: **UTILIZATION REVIEW/PUBLIC SCHOOL AND PUBLIC HEALTH NURSES SECTION 6.9.** *Beginning July 1, 2011, the Fiscal Research Division, in consultation with the Department of Public Instruction and the Department of Health and Human Services, shall review all publicly (federal and State) funded public school nurse positions assigned within or connected to those respective organizations in order to determine the most effective and cost-efficient ways to provide needed nursing service to public school students. The review shall identify specific areas where overlaps of service provision may exist.*
6. Either Party may nonetheless cancel this Contract upon sixty (60) days written notice to the other Party by certified mail or personal delivery.

7. All Notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the address appearing below, but each Party may change such address by written notice in accordance with this Paragraph 7. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty Lawing
Guilford County Manager
GUILFORD COUNTY
301 West Market Street
Greensboro NC 27401

Yveta Grier
GUILFORD COUNTY SCHOOL
HEALTH SERVICES
120 Franklin Boulevard
Greensboro NC 27401

8. If any provisions of this Contract are held unenforceable, then such provision will be modified to reflect the Parties' intentions. All remaining provisions of this Contract shall remain in full force and effect.
9. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
10. Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
THIS CONTRACT CONTINUES WITH SIGNATURES ON THE FOLLOWING PAGE.]***

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY, on behalf of its
DEPARTMENT OF HEALTH AND HUMAN
SERVICES, PUBLIC HEALTH DIVISION**

ATTEST:

Marty K. Lawing Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

**GUILFORD COUNTY BOARD OF
EDUCATION**

ATTEST/WITNESS:

Date

Date

Printed Name:_____

Printed Name: _____

Printed Title:_____

Printed Title:_____

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

Finance Officer Date
Guilford County Board of Education

Printed Name:_____