

Contract for School Nursing Services
Between the
County of Brunswick and Brunswick County Schools (Subcontracting Agency)
June 1, 2022 – May 31, 2023

This agreement between the Brunswick County Health Department, hereinafter referred to as the “Department” and Brunswick County Schools, hereinafter referred to as the “Subcontractor” is entered into for the purpose of providing school nursing services to the students of the Brunswick County School System.

Whereas both the Department and the Subcontractor mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Brunswick County Schools, and

Whereas both the Department and the Subcontractor 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 Subcontractor mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets a national and state recommendation of 1:750, and

Whereas both the Department and the Subcontractor mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Brunswick County Health Department and Brunswick County Schools;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and the Subcontractor agree as follows:

The Department agrees:

1. To provide funds not to exceed \$150,000.00 to the Subcontractor for the purpose of supporting (one or more) (10, 11 or 12-month) nationally certified school nurse(s), or registered nurse(s) working toward certification, to provide school nursing services for the 2022-2023 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies an amount not to exceed actual personnel and other allowable costs incurred, and that the Department shall pay the Subcontractor-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

The Subcontractor agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2022 that specifies the planned monthly invoice amount for each position funded.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10,11 or 12-month) nationally certified school nurse(s), or registered

nurse(s) working toward certification, to provide school nursing services for the 2022-2023 school year.

3. To comply with assurances in Attachment I.
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies an amount not to exceed personnel and other allowable costs incurred for the period and is consistent with the monthly invoice plan.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department and/or the Subcontractor.
5. To inform the Department 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.
6. 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.
7. To provide supervision within the Subcontract consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this Subcontract for the contracted positions and for all nurses employed directly by the Subcontractor but functioning under the direction of the annual Memorandum of Agreement or Understanding (MOA/MOU).

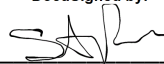
This contract shall be in effect for the period June 1, 2022 through May 31, 2023 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

FOR AND ON BEHALF OF

(HEALTH DIRECTOR)

Date: _____

FOR AND ON BEHALF OF

DocuSigned by:

7273BF13A46949F
(SUPERINTENDENT OR
SUB-CONTRACTOR CEO)

Date: 8/15/2022

(This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act)

(COUNTY FINANCE DIRECTOR)

Date: _____

DocuSigned by:

31E09657429D47D...
(SUBCONTRACTOR FINANCE
OFFICER)

Date: 8/16/2022

FOR AND ON BEHALF OF THE COUNTY OF _____

(CHAIR COUNTY COMMISSIONERS, optional)

Date: _____

Attachment I

ASSURANCES

(To be initialed by Superintendent of Local Education Agency or other Subcontractor Agency CEO)

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.

initials
SPB

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

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SPB

Attachment II

Scope of Work

I. Background:

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health problems including obesity, diabetes and other chronic conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

II. Purpose:

This Subcontract improves the school nurse to student ratio in the school district to increase access to school nursing services and 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 local schools and enhance the local capacity to provide basic health services to students.

III. Scope of Work and Deliverables:

1. The Subcontracting Agency shall employ nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time in the local schools.
2. Assure implementation of an annual work plan for each SNFI nurse, consistent with scope of work requirements.
 - A. The work plan shall address the delivery of basic health services, including activities, strategies, and goals within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks.
 - b) Developing and implementing plans for emergency medical assistance for students and staff.
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals.
 - f) Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments for students new to NC public schools, immunization compliance reports, 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.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), school nurses funded by School Nurse Funding Initiative (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:

- g) Serve as coordinator of the health services program in their assigned schools and provide nursing care.
- h) Provide health education to students, staff, and parents.
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment.
- j) Support healthy food services programs.
- k) Promote healthy physical education, sports policies, and practices.
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
- o) Be available to assist the county health department during a public health emergency.

B. The work plan shall also outline the certification plan the nurse(s) will use toward completing degree and certification requirements, if not already certified. The nurse(s) must be certified no later than three years from the date of employment as a school nurse in North Carolina.

C. Work plan progress will be monitored via annual site visits conducted by the RSHNC.

IV. Performance Measures/Reporting Requirements:

The Subcontractor shall:

1. Employ, or assure employment of, nationally certified school nurse(s) or registered nurse(s), who will be certified within program requirement period, to work full time in the assigned LEA.
2. Assure completion of an annual work plan consistent with program requirements.
3. Notify the RSHNC in the Division of Public Health (DPH) within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DPH Program Contact during the service period of the subcontract. This notification must include all items

listed on the form, including information about nursing education and certification.

4. Notify the RSHNC within four working days if the SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DPH. The form must include the plan to recruit for this position.
5. Upon hiring, assure that those nurses hired into this position are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
6. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of School Health Services. The data must be provided to the LEA in time for its submission of the report to the RSHNC prior to the conclusion of the academic year.
7. Assure that every newly hired School Nurse Funding Initiative nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse(s) will be allowed to participate in a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.
8. Collaborate with the School Health Nurse Consultants on DPH initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).
9. Assure that SNFI nurse(s) employed through this subcontract will be supported at the same level as other school nurse(s) in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.
10. For any SNFI nurse who is not certified at the time of hire, submit a education/certification plan that describes the plan to the RSHNC that achieves certification within the required timeframe, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show progress towards the goals, as indicated in paragraph 2B of Section III of this document, until the nurse is certified.
11. Assure that the Memorandum of Agreement that exists between all health departments and LEAs clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health

emergency. The following should be addressed for emergency and disaster preparedness and response:

- A. Areas of responsibility and oversight
 - B. Liability issues
 - C. Responsible party for cost of non-health department staff providing shelter duty.
 - D. Training for specific roles in emergencies
 - E. Periodic assessment and evaluation of emergency plans
 - F. School nurses' roles and responsibilities during emergency and disaster response
12. Assure that the priority of the allocation during a full year supports salary and fringe benefits for the SNFI nurse(s). Where the allocation exceeds the amount needed to fully fund the SNFI nurse(s) salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph 8 above. **No other expenditures are allowable using this allocation.**
 13. Assure that if salaries and fringe benefits exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.
 14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.
 15. Provide notification to the RSHNC, within four working days, regarding any change in local school nurse full time equivalencies or assignment that might be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.

V. Performance Monitoring and Quality Assurance:

1. **The Subcontracting Agency shall adhere to the following service quality measures for this subcontract:**
 - A. Service is provided by a nationally certified school nurse(s). If the nurse(s) hired with these funds is (are) not nationally certified, service is provided by a registered nurse(s) working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
 - B. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing, latest edition, developed by American Nurses Association and National Association of School Nurses.
 - C. Services are provided in a culturally sensitive manner.

- D. Services are provided with 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 HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.
2. **This subcontract will be monitored according to the following plan:**
- A. The DPH Regional School Health Nurse Consultants (RSHNC) will review budgets and expenditures to assure that funds are spent according to the approved plan on a monthly basis.
 - B. The RSHNC will monitor vacancies, recruitment, hiring, and certification status or progress towards certification.
 - C. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables no less than twice a year.
 - D. Deliverables, as outlined in this subcontract, will be monitored via reported workplan progress, including certification for non-certified school nurses during annual site visits by the RSHNC. A sub-recipient monitoring report will be completed by the DPH program staff and a copy made available to the Local Health Director. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this subcontract, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, the DPH may take action resulting in cessation of funding.

VI. Funding Guidelines or Restrictions:

- 1. The Subcontracting Agency shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
- 2. The Subcontracting Agency shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
- 3. Vacancies that exist longer than six months may cause a Corrective Action Plan to be issued and may result in loss of funding.
- 4. When subcontracting with other employers (such as an LEA, hospital or Alliance), the draw down may be no more than is billed monthly to the Local Health Department without prior approval of the DPH Program Contact.

Attachment III**BUDGET****SNFI Subcontract Budget****I. SALARIES**

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by SNFI Funds
1. Nurse 1	Name Clarie Thomas	\$40,748	10-month	10,859	29,888
2. Nurse 2	Name Cynthia Blue	\$52,232	10-month	13,920	38,312
3. Nurse 3	Name Carol Letts	\$45,002	10-month	12,043	32,984
TOTAL SALARY PAID BY CONTRACT					101,184

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by SNFI Funds
1. Nurse 1	Clarie Thomas	<input type="checkbox"/> Retirement Rate: %.245	2,660	7,323
		<input type="checkbox"/> FICA Rate: %.765	831	2286
		<input type="checkbox"/> Medical Rate/Amount: \$ 7,397	1971	5426
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Cynthia Blue	<input type="checkbox"/> Retirement Rate: %.245	3,410	9,386
		<input type="checkbox"/> FICA Rate: %.765	1,065	2,931
		<input type="checkbox"/> Medical Rate/Amount: \$ 7,397	1971	5426
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Carol Letts	<input type="checkbox"/> Retirement Rate: %.245	2,938	8,087
		<input type="checkbox"/> FICA Rate: %.765	917	2525
		<input type="checkbox"/> Medical Rate/Amount: \$ 7,397	1971	5426
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				\$48,816

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: 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 school district's capacity to provide basic health services to students.

III. Other, Training Related

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ 0.00 -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ 0.00 -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ 0.00 -
Conference Registration				0.00

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TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)	0.00
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CONTRACT TOTAL AMOUNT	\$150,000.00
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IV. Invoice Schedule

Use the Table below to indicate the planned monthly invoice amounts that reflect salary and fringe if all positions are filled. It is understood that adjustments will be needed if vacancies occur. Total monthly salary and fringe amount per position should be invoiced until Program 803 funds have been expended using local funds later in the year, if needed to supplement.”

Invoice Month	803 Amount
July	0
August	15,000.00
September	15,000.00
October	15,000.00
November	15,000.00
December	15,000.00
January	15,000.00
February	15,000.00
March	15,000.00
April	15,000.00
May	15,000.00
June	0
803 Fund Total	150,000.00