CONTRACT FOR INTERLOCAL SERVICES AND COOPERATION

THIS AGREEMENT is entered into on the _____ by and between the City of Lincoln (City), Nebraska, a municipal corporation, on behalf of the Lincoln-Lancaster County Health Department (LLCHD), and Malcolm School District (School).

WHEREAS, the City and School are authorized by the Inter-Local Cooperation Act, Neb. Rev. Stat. Sections 13-801, et seq., which provides that two or more public agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges or authority capable of being either agency; and

WHEREAS, the City believes the presence of public health nurse from the LLCHD at the School will be of assistance to the City, LLCHD, and the School; and

WHEREAS, the School desires to have public health nurses supplied by LLCHD to serve the public schools of the School system during the school year; and

WHEREAS, the City is willing to perform this service for School in consideration of certain amounts to be paid as established pursuant to the terms of this agreement for each public health nurse assigned.

NOW, THEREFORE, it is agreed as follows by the parties thereto:

1. The City will provide LLCHD School Nurse Consultant(s) (Nurse) for assignment to the School District, as follows:
   - To perform consultation services as outlined in Appendix A
   - To provide up to 62.5 hours during the 2005-2006 school year to Malcolm School District.
   - To bill School monthly with itemized student/services billing by LLCHD at a rate of $52.00 per hour.

2. Each Nurse will have the primary assignment and duty of acting as a Nurse for the purposes of the public school(s) to which the nurse is assigned. School recognizes each Nurse will be required to attend training as provided by LLCHD for public health nurses, will have leave time available, and may be temporarily removed from the Nurse assignment in the case of an emergency or public health necessity which would require the immediate use of the Nurse in another capacity by LLCHD.

3. The Nurse will assist the School in the education of students and faculty; and assist in communication between the School, City, and LLCHD; and take appropriate public health action when situations arise requiring the exercise of public health authority.

4. The City and the School agree the Nurse will be the employee of the City for all purposes. The School agrees to pay the City $52.00 per hour, not to exceed 62.5 hours for the 2005-2006 school year.

5. The School shall retain the authority to determine the number of consulting hours to be assigned to each school. The City and LLCHD shall retain the authority for selecting the individual Nurse to fill each school's request as determined by School pursuant to this section.

6. The City and LLCHD shall retain exclusive control over the Nurse in accordance with policies and procedures of the City. If a conflict should arise in the performance of the Nurse's duty, the Nurse shall immediately report such conflict to the Nurse's immediate supervisor at LLCHD who will attempt to resolve such conflict with the School. If the conflict cannot be resolved at that level, the Director of LLCHD and the Superintendent of the School shall attempt to rectify the conflict. In no event will School require a Nurse perform any action or duty which would result in a violation of the City or LLCHD policy, procedure, rule, or regulation.

7. Either the City or the School may terminate this agreement at any time during its term without cause by giving the other party no less than ninety (90) days advance notice. Such a notice shall be addressed to either the Health Director of LLCHD or the Superintendent of the School, as appropriate.

8. A separate legal entity will not be created, no separate budget shall be established, and no property shall be acquired which needs to be disposed of on termination. This Agreement shall be administered by one individual appointed by each party who will meet as necessary to administer the program and to make appropriate adjustments in the program as may be required from time to time. Any modification of this Agreement must be made, in writing, and comply with the requirements of the Inter-Local Cooperation Act.

9. This Agreement shall become effective for a period of one (1) year commencing on or about September 1, 2005 and ending on or about August 31, 2006. This Agreement shall automatically renew for an additional one (1) year term unless, or until, terminated by either party giving notice as provided in paragraph 7 of this Agreement.

10. In the event that negotiation of subsequent agreements, if any, extend beyond the term of this Agreement, the terms of this Agreement shall apply pending execution of a replacement agreement.

Coleen J. Seng
Mayor of Lincoln

Dr.Gene Neddenriep
On behalf of Malcolm School District

Attest: City Clerk

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Consultation Services: APPENDIX A

Beginning 2005-2006, consultation will ONLY be provided through contract/agreement with participating school districts at an estimated $52.00 per hour. Under contract/agreement, services may be requested for LLCHD staff to:

- Review/train school personnel to develop a system to document health records, physical exams, immunizations and health updates
- Provide consultation to school personnel regarding students with special health needs
- Provide consultation to school personnel to develop health and emergency plans for identified students
- Provide consultation to assist with health screening, referral and follow-up utilizing volunteer assistance
- Promote best practice school health policy, procedure, and practice through assessment and recommendations
- Provide consultation regarding first aid and emergency procedures
- Provide staff education, (one-on-one and groups) regarding chronic health conditions and student health needs
- Train school personnel to utilize medical equipment, i.e., Epi-Pen, nebulizer, glucometer, peak flowmeters, etc.
- Provide consultation to school personnel, parents and students regarding student specific needs
- Classroom presentations on growth and development
- Kindergarten Roundup Presentations

Also available at no additional charge:

- Community health education resource information to school personnel
- Year-end review with health recommendations
- Sample policies, procedures, and forms
- Communicable disease surveillance