

**LICENSED SCHOOL NURSE CONSULTATION VISITS  
2020-2021 AGREEMENT**

THIS AGREEMENT made and entered into by and between Miniapple Health Consultants (Miniapple Health Inc.), a Minnesota corporation, 5009 Sheridan Ave S, Minneapolis, MN 55410, and Nova Classical Academy, hereinafter referred to as “Client” and collectively as the “PARTIES.”

**Witnesseth:**

WHEREAS Client is seeking School Nurse Consultation Services.

WHEREAS, the PARTIES agree that the School Nurse Consultation Services offered by Miniapple Health Inc. are suitable to the needs of the Client; and

WHEREAS the PARTIES need to define their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the PARTIES agree as follows:

1. **TERM OF THE AGREEMENT**

Miniapple Health Inc. agrees to furnish services to the Client during the period commencing: July 1, 2020 and terminating on June 30, 2021. The PARTIES may agree to renew this agreement subject to an annual review of terms and conditions, requiring the approval of both PARTIES.

2. **SERVICES TO BE PROVIDED**

Miniapple Health Inc. will offer School Nurse Consultation Services, to be provided at a minimum of once per month during the academic year. Frequency of nurse services range from twice weekly to monthly depending on the school size and needs and can be varied within the school year depending on needs and capacities.

Miniapple Health Inc. will provide services as more fully described in the attached Exhibit(s), incorporated herein by this reference, if selected and initialed by Client below.

Client  
Initial Here

Exhibit A – General Nursing Consultation \_\_\_\_\_

Exhibit B – Special Education Consultation \_\_\_\_\_

3. PAYMENT FOR SERVICES

Miniapple Health Inc. shall invoice for services as described in the corresponding Exhibit(s) selected and initialed by Client herein. Invoices will be sent monthly after the service/s has been provided. Payment terms are NET 30 days. Client agrees that any amount not paid within 30 days of invoice will carry the lesser interest rate of 1.5% per month or the greatest amount permissible by law, whichever is less. Additionally, Client will pay all costs, including reasonable attorney fees, incurred to recover payments owed to Miniapple Health Inc. by Client.

4. INDEPENDENT CONTRACTOR

Miniapple Health Inc. is and shall remain an independent contractor for all services performed under this Agreement. Miniapple Health Inc. shall secure at its own expense all personnel required to perform services under this Agreement. All personnel will maintain appropriate licensure to perform services under this Agreement.

5. INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own acts and omissions and the results therefrom to the extent authorized by law and shall not be responsible for the acts or omissions of the other party or the results therefrom. Each PARTY agrees to defend, indemnify, and hold harmless the other PARTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of that PARTY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of that PARTY to perform any obligation under this Agreement.

6. INSURANCE

- A. Client agrees to maintain general liability insurance that meets reasonable industry standards.
- B. Miniapple Health Inc. agrees to maintain general liability and professional liability insurance that meets reasonable industry standards.
- C. Duty to Notify. Client shall promptly notify Miniapple Health Inc. of any claim, action, cause of action or litigation brought against Client, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. Client shall also notify Miniapple Health Inc. whenever Client has a reasonable basis for believing that Client and/or its employees, officers, agents or subcontractors, and/or Miniapple Health Inc., might become the

subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

8. CONFIDENTIAL INFORMATION

- A. PARTIES acknowledge that during the term of this Agreement, PARTIES may have access to trade secrets, proprietary information, and confidential information. PARTIES agree to protect and preserve the confidential and proprietary nature of each other's confidential and/or proprietary information and shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law.
- B. Miniapple Health Inc. agrees to comply with all of the provisions and requirements of Client's data privacy policies. Any data or materials prepared by the contractor during the execution of the contract for Client shall be the property of Client. Any such data and materials shall be remitted to the district upon completion or termination of the contract.
- C. Miniapple Health Inc. recognizes it may be subject to requirements set forth in federal, state and local laws govern the provision of data privacy practices.

9. TERMINATION

This Agreement may be canceled with or without cause by either party upon thirty (30) days' written notice.

10. MISCELLANEOUS

- A. **SUCCESSOR:** Miniapple Health Inc. binds itself, its partners, successors, assigns and legal representatives to Client for all covenants, agreements and obligations contained in the contract documents.
- B. **MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- C. **AMENDMENT:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- D. **SURVIVAL OF PROVISIONS:** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: **PAYMENT FOR SERVICES; INSURANCE; CONFIDENTIAL**

**INFORMATION; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and GOVERNING LAW.**

E. **CONTRACT SUPERVISION & NOTICES:** In order to coordinate the needs of Client with the activities of Miniapple Health Inc. so as to accomplish the purposes of this Agreement, the individual identified below, or his or her successor, shall supervise this Agreement on behalf of Miniapple Health Inc.

**Liaison for Miniapple Health Inc:**

Name: Carly Smitkowski  
Title: Licensed School Nurse Consultant  
Address: 5009 Sheridan Ave S  
Minneapolis, MN 55410  
E-mail: carly@miniapple.org  
Phone: (612) 470-4114

**Liaison for Nova Classical Academy:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

F. **COMPLIANCE WITH LAWS:** The PARTIES shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.

G. **CONFLICT OF INTEREST:** PARTIES affirm that to the best of PARTIES' knowledge, PARTIES' involvement in this Agreement does not result in a conflict of interest with any party or entity that may be affected by the terms of this Agreement. PARTIES agree that, should any conflict or potential conflict of interest become known to either PARTY, such PARTY will immediately notify the other PARTY of the conflict or potential conflict.

- H. **PROMOTIONAL LITERATURE:** Client agrees, to the extent applicable, to not use the term “Miniapple Health” or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of Miniapple Health Inc.
  
- I. **GOVERNING LAW:** The Laws of the State of Minnesota without giving effect to its conflict of law principles govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. Rules of interpretation based on which party drafted this Agreement shall not apply. The appropriate venue and jurisdiction for any litigation will be those courts located within Hennepin County, State of Minnesota or in the appropriate federal court within the State of Minnesota.
  
- J. **SEVERABILITY:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions are not affected or impaired in any way.

**Nova Classical Academy**

The Client certifies that the person who executed this Agreement is authorized to do so on behalf of the Client as required by applicable articles, bylaws, resolutions or ordinances.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**Minniapple Health Consultants**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_