

POLK COUNTY PUBLIC HEALTH
SCHOOL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___th day of _____, 2026, by and between Polk County Public Health on behalf of the Polk County Board of Health, (hereinafter referred to as the County Agency) and the Board of Education of **Win-E-Mac**, Independent School District (hereinafter referred to as the Win-E-Mac School),

WITNESSETH:

I. The County Agency agrees:

1. To recruit, train and supervise Polk County Public Health Nurses for school health services according to agency policies, practicing within Board of Nursing scope and in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
2. To provide consultation, services and oversight as the Nurse per Attachment A and B and per related health services policies, procedures and guidelines of the school district during school hours (and outside of school hours, such as summer programming, when requested by School Administration and with mutual agreement by the Nurse, County Agency Administration and School Administration).
3. To assure the completion and submission of the Annual Immunization State Report (AISR) and those requested by the school district administration.
4. To compile and submit to the Superintendent, an annual report highlighting program activities that will include statistics and a corresponding narrative by July 30th.
5. To communicate issues related to the school health services program with the Superintendent or designated contact person.
6. To bill the School District quarterly for school health services provided.

II. The Win-E-Mac School hereby agrees:

1. To provide a designated contact person(s) for communication between school staff and Public Health regarding the school health program.
2. To provide Polk County Public Health school health nurse and the school health aide with full access to school district health offices, student health records and other health services related documentation as needed to fulfill the responsibilities and functions related to this agreement.
3. To maintain school health records on all students in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
4. To identify all appropriate school staff involved in carrying out the school district health services policy, procedures or guidelines and allow for training and adequate time to perform health assistant duties.
5. To request school nurse participation in development of all Student Emergency Plans for the district.
6. To refer all known pregnant students to Public Health for improved pregnancy outcomes.
7. To reimburse the County Agency at \$60 per hour in 2026, \$72 per hour in 2027, \$75 per hour in 2028 and \$78 per hour in 2029 for Nurse services as identified in Attachments A and B. With a Health Aide on staff, this contract for School Nurse hours is not to exceed 415 hours for the school year. This contract is not to exceed 415 hours for the school year without mutual agreement between the School Administration and Agency Administration. The rate can be renegotiated each year to reflect the cost increases in the provision of services.
8. To reimburse the County Agency for the cost of supplies, as applicable, including but not limited to dental varnish and puberty education materials, as approved in advance and agreed upon by both parties.
9. To provide support staff assistance as needed.
10. To encourage teachers and school personnel to make referrals to the nurse.
11. To provide adequate space and equipment for the school health program.
12. To provide for supervision of student health needs in the absence of the nurse.
13. To provide unrestricted access to the school's health records and related documentation to public health nursing staff and supervising administrators, as

necessary to fulfill the duties and responsibilities outlined in this agreement. Notes created by student service nurses, including individual health plans and emergency care plans, are developed by the nurse in collaboration with other professionals and the student's family. Student health records and related documentation remain the property of the school district.

14. Support Polk County Public Health in promoting and improving vaccination compliance in accordance with Minnesota immunization laws (Minn. Stat. §121A.15), in order to protect the health of students and the broader community.

III. Mutual Agreements:

Indemnity. The Win-E-Mac School agrees to protect, indemnify, and hold harmless the County Agency and school health program employees from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the business of the Win-E-Mac School, unless such liability results from negligence of the County Agency or the school nursing program employees.

The County Agency through Polk County, agrees to protect, indemnify, and hold harmless the Win-E-Mac School from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the school nursing employees, unless such liability arises out of negligence resulting from the conduct of the business of Win-E-Mac School, its employees or agents.

Insurance: The Win-E-Mac School agrees to obtain, provide, and maintain through the duration of this agreement, all insurance policies incident to the prudent operation for a school. This includes a Comprehensive General Liability Policy including personal injury and property damage liability insurance naming the Win-E-Mac School as insured. The County Agency shall provide Workers Compensation and Employee Liability Insurance for their employees. The Win-E-Mac School and the County Agency shall provide to the other party copies of all applicable insurance policies under this agreement.

Independent Contractor. The County Agency shall provide services to the Win-E-Mac School under this agreement acting only as an independent contractor and no act, or commission, or omission of any party hereto shall be construed to make or render the other party its principal agent, joint venturer, or associate.

IV. Term and Termination:

- A. The agreement shall be for a term of three years commencing on July 1, 2026 as the execution date of the agreement. Notwithstanding that the agreement is for a term of three years, however, Section II (reimbursement for services) is reviewed annually by both parties 60 days prior to July 1 in each of the remaining years of the contract. It is understood that either party may terminate this agreement for any reason, upon ninety days (90) notice to the other party.

B. Assignment. The rights and duties under this agreement may not be assigned without the written consent of the other party.

Captions. Descriptive headings of the section of this agreement are inserted for convenience only and shall not define or limit any of the terms of provision hereof nor are they to be used in determining the parties intent.

Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.

Director, Polk County Public Health

Chair, Polk County Board of Health

Superintendent, Win-E-Mac School

Approved as to form and execution this _____ day of _____, 2026.

Greg Widseth
Polk County Attorney