

AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Wadena, by and through the Wadena County Public Health, hereinafter referred to as Public Health and Menahga School District #821, hereinafter referred to as the School District.

WITNESSETH

WHEREAS, Minnesota Statutes 124D.09 to 124D.093 Omnibus Education Law requires each school district to provide Early Childhood Screening to children between the ages of 3 and school entry in the respective school district; and

WHEREAS, Public Health is a Minnesota Department of Health approved Child and Teen Check Up/Early Childhood Screening (C&TC/ECS) Program and is designated to provide C&TC/ECS services to children ages 0-21 years;

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, it is agreed, by and between Public Health and the School District that:

I. The School District Agrees:

A. Services to be provided:

1. Assure that the school's Early Childhood Screening Program meets all the requirements as defined in Department of Education Rule.
2. Write and submit an Early Childhood Screening Plan to the Department of Education for review by the Department of Education and Department of Health.
3. Select the developmental screening instrument in consultation with Public Health ECS staff in accordance with standards of the Department of Education.
4. Provide clerical assistance to:
 - a) provide list of eligible participants,
 - b) handle inquiries from parents and faculty,
 - c) send screening program notice to parents
 - d) schedule appointments.
5. Arrange for facility to be used for screening.
6. School nurse to;
 - a) coordinate the ECS Program with Public Health, and
 - b) provide vision and hearing re-screens, as needed.

7.While providing the services contemplated under this Agreement, the School District agrees to comply with all Federal, State and local laws, and all applicable rules, regulations, or standards established by any agency of such governmental units, or the Education Department which are now and hereinafter promulgated.

8.Participates with Public Health in evaluating the Early Childhood Screening Program.

9.Payment for screening fees billed to school to be made within 60 calendar days of receipt of invoice.

B. Audits, Reports, Record Disclosures

1.Maintain program and statistical records. The service file should include, at a minimum, eligibility, service plan, screening results, referrals and follow up actions and results.

2.Agree that the County, the Minnesota Department of Education or the State Auditor shall have access to and the right to excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the School District which are relevant to the Contract.

C. Data Privacy

1.All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the School Districts performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01 et seq. or any other applicable State statutes and any State rules adopted to implement the Act, as well as State statutes and Federal regulations on data privacy including HIPPA. The School District agrees to abide by these statutes, rules, and regulations and as they may be amended.

2.The School District designates its Administrator, as its Responsible Authority pursuant to the Minnesota Government Data Practices Act and HIPPA, as the individual responsible for the appropriate administrative, technical and physical safeguards for individually identifiable health information that is electronically transmitted or maintained and other government data, including summary data, pursuant to this Agreement.

II. PUBLIC HEALTH Agrees to:

A. Services to be provided:

1. Provide C&TC/ECS certified nurses to:
 - a) Complete required ECS screening components including
 - a. Developmental Assessment
 - b. Vision and Hearing
 - c. Immunization Review
 - d. Review of family circumstances that might alter development or influence learning
 - e. Exit interview with parents to interpret findings
 - f. Referral follow-up
 - b) The following additional non-required components will be offered to parents;
 - a. Physical, dental and health history assessment
 - b. Laboratory testing
 - c. Immunizations
2. Bill Medical Assistance or MN Care for eligible children.
3. Bill school for required ECS components. In the event a third-party payer pays for the ECS components, the school billing will be decreased proportionately.
4. Provide follow up:
 - a) Administrative follow up - Individual and summary child screening data shall be provided to the school.
 - b) Clinical follow up - Provide follow up on children referred to another resource to;
 - a. Assure referral resources were utilized,
 - b. Document the client outcome of the referral service,
 - c. Identify continued follow up referral needs, and
 - d. Evaluate effectiveness of screening program.

III. Fees for Service

- A. To the school - required ECS components per child screened at:
 1. Child age 3 - \$98
 2. Child age 4 - \$65
 3. Child age 5 - \$52
 4. After kindergarten entry - \$39 within the first 30 calendar days for ages 4-6 years or the state rate, whichever is higher for the above ages.
- B. The school will be billed as the last source of payment after MA and MNCARE eligibility are determined.
- C. It is understood and agreed that a reduction of funds prevents reimbursement to the School District, through the Department of Education; the respective funding

obligations as recited herein shall be renegotiated.

- D. Public Health does not guarantee operational costs of the school district facility and will only pay for services rendered.

IV. General Conditions

- A. Public Health or the School District may terminate this Agreement without cause and for any reason whatsoever upon giving at least 60 days written notice thereof to the other party. In such event, Public Health shall be entitled to receive compensation for the services provided up to and including the effective date of termination.
- B. Any alteration, variation, modification, waiver of provisions of this Agreement shall be valid only if it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- C. This Agreement shall be in force and effect as of 1/1/2026 and shall remain in effect through 12/31/2027.
- D. This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior and written negotiations.

In witness whereof, the parties hereto have caused this Agreement to be duly executed.

Attest:

By:

Heather Olson
Interim County Administrator
Auditor/Treasurer

Sarah Ness, Director Date
Wadena County Public Health

Approved as to form and execution:

Kyra Ladd
Wadena County Attorney

Jason Kjos
Superintendent
Menahga School Dist. #821

Approved by Wadena County Board
of Commissioners
Resolution Dated: