

**Memorandum of Agreement Between**  
**The State of Florida, Department of Health,**  
**Clay County Health Department**  
**And The School Board of Clay County, Florida**

This Memorandum of Agreement ("Agreement") is entered into between the STATE OF FLORIDA, DEPARTMENT OF HEALTH, CLAY COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "DOH-CLAY," and THE SCHOOL BOARD OF CLAY COUNTY, Florida, hereinafter referred to as the "SCHOOL BOARD," jointly referred to as the "Parties".

**WHEREAS**, the SCHOOL BOARD provides school health services to students in Clay County ("County"), in accordance with its approved school health services plan, which includes the use of licensed nursing and/or mental health professionals; and

**WHEREAS**, the DOH-CLAY is responsible for the public health system in the County and engages contracted medical providers, including registered nurses, licensed practical nurses and licensed mental health counselors to provide health-related services, including school health nursing and mental health services; and

**WHEREAS**, the Parties wish to collaborate to enhance students' health and well-being in the County by providing the SCHOOL BOARD additional licensed nursing and/or mental health professionals to further support the provision of school health services to their students.

**NOW THEREFORE**, in consideration of the mutual promises and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **Recitals:** The above recitals are incorporated and made a part of this Agreement.
- II. **Statutory Authority:** section 381.005 and Chapters 1003 and 1006, Florida Statutes.
- III. **Term:** This Agreement shall begin on the date on which the Agreement has been signed by both Parties and will remain in effect from the date signed by the last signor until June 10, 2024, subject to the availability of funds, unless modified in writing by the Parties.
- IV. **Parties' Responsibilities:**
  - A. The DOH-CLAY agrees to:
    - 1) Assign a DOH-CLAY School Health Coordinator, Jacqueline Copeland, to coordinate services under this Agreement in collaboration with the Clay County District Schools Coordinator of Nursing Services, Kristin Riebe.
    - 2) Provide the contracted staff as available per the DOH-CLAY's CoAg2023 mission request approval.
    - 3) Require contracted providers to have all appropriate and necessary licensures and certificates required under Florida law.  
  
Ensure the Contractor completes Level 2 background screening and drug screening prior to assigning a contracted provider for placement at the SCHOOL BOARD.

B. The SCHOOL BOARD agrees to:

- 1) Assign an employee to coordinate with the DOH-CLAY's assigned School Health Coordinator, Jacqueline Copeland. At the time of signing said Coordinator of Nursing Services with the SCHOOL BOARD is Kristin Riebe.
- 2) Coordinate with the DOH-CLAY's School Health Coordinator to schedule dates and times for contracted providers to report for orientation and training.
- 3) Provide training to contracted providers on local policies, procedures, and guidelines to be followed to complete assigned tasks, including but not limited to maintaining medical records that shall be in strict compliance with all federal, state, and local regulations.
- 4) Provide adequate space and furniture for use by the contracted providers. Provision of space and furniture will be dependent upon site location and available funding.
- 5) Assign contracted staff to specific schools within the County. Once assigned to a particular school, contracted staff shall not be reassigned without the DOH-CLAY's approval, which approval shall not be unreasonably withheld if reassignment is requested by the School Health Coordinator.
- 6) Provide supervision and oversight of assigned contracted providers to ensure compliance with policies and procedures and completion of assigned tasks.
- 7) Grant contracted providers access to enrolled students for the provisions of school health services.
- 8) Notify the DOH-CLAY in writing if additional screening requirements must be met prior to the contracted provider being allowed to begin services under the Agreement.
- 9) Prepare monthly services reports, reported by grade level, and submit them to DOH-CLAY no later than 15 days from the end of each month. Reports must include:
  - a. For nursing staff: The aggregate number of the below services performed in each month by each contracted provider:
    1. Number of Medication Administrations (5030)
    2. Number of First Aid Administration (5031)
    3. Number of Licensed Practical Nurse Services (4050)
    4. Number of Nursing Assessment and Counseling (5000)
    5. Number of Health Record Reviews (0598)
  - b. Ensure the following information is provided for mental health staff:
    1. The aggregate number of students served in the month by each contracted provider, reported by grade level.
    2. The aggregate number of referrals provided.

3. The aggregate number of parent educational workshops provided.

## V. **Special Provisions**

- A. **Confidentiality.** Where applicable the Parties will comply with the Health Insurance Portability and Accountability Act as well as regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- B. **Liability.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.
- C. **Modifications.** Modifications of this Agreement shall only be valid when they have been reduced to writing, agreed to by the Parties, and duly signed by both Parties.
- D. **Termination:**
  1. **Termination at Will:** This Agreement may be terminated by either party without cause upon no less than 30 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both Parties.
  2. **Termination Because of Lack of Funds:** In the event funds to finance DOH-CLAY's engagement of contracted providers becomes unavailable, the DOH-CLAY may terminate this Agreement upon no less than 24 hours' notice in writing to the SCHOOL BOARD Notice. The DOH-CLAY will be the final authority as to the availability and adequacy of funds.
  3. **Termination for Breach:** This Agreement may be terminated for either party's non-performance upon no less than 24 hours' notice in writing by the non-breaching party. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- E. **Independent Contractor.** By this Agreement, the Parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Agreement to be officers, agents, or employees of the other party.
- F. **Cooperation with the Inspector General:** The Parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

- G. Contacts and Notices: All, notices or correspondence to be given under this Agreement shall be made in writing and mailed, emailed or hand-delivered to the other party at its address set forth below:

For DOH-CLAY:

Jacqueline Copeland, Senior Community Health Nursing Supervisor/  
School Health Coordinator  
Florida Department of Health in Clay County  
1845 Town Center Boulevard, Suite 405  
Fleming Island, FL 32003  
(904) 529-2870  
email: Jacqueline.Copeland@flhealth.gov

For SCHOOL BOARD:

Kristin Riebe, Coordinator of Nursing Services  
Clay County District Schools  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Phone: (904)336-6884  
email: Kristin.riebe@myoneclay.net

- H. Controlling Law: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue for any legal action arising from this Agreement shall be in Clay County, Florida.
- I. Attachments; Counterparts; Facsimile: Each attachment, exhibit or other document referenced herein and/or attached to this Agreement is incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of the is Agreement by facsimile or electronic transmission shall be effective as delivery or a manually executed counterpart hereof.
- J. All Terms and Conditions Included: This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

**IN WITNESS THEREOF**, the Parties hereto have caused this five-page Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
CLAY COUNTY HEALTH DEPARTMENT

THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA

\_\_\_\_\_  
Heather Huffman, MS, RDN, LD/N, IBCLC

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Ashley Gilhousen

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Administrator

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date