

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.

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.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
CLAY COUNTY HEALTH DEPARTMENT



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

Administrator

6/19/23

Date

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA



Ashley Gilhousen

Board Chair

6/29/2023

Date