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AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 5/16/19

Contact Name (Person Overseeing the Contract): Michael McAuley Telephone Number: 904-336-6513

School/Department Submitting Contract: **Climate & Culture**

Vendor Name: **State of Florida, Department of Health**

Contract Title: **Agreement State of Florida, DOH and SBCC**

Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: Prior Year's Pricing:

Contract Term: July, 2019 - June 30, 2020 Renewal Option(s):

Contract Cost: **N/A** Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: **N/A**

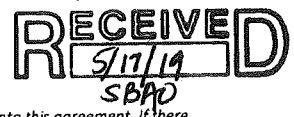
Strategic Plan Tie-in Explanation: *This state required agreement strengthens our focus on the whole child specific to physical health.*

Background/Discussion/Research/Alternatives: *This is an annual agreement required by the state to describe the relationship between the clay DOH and CCSD.*

If more space is needed, please attach Word document.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
- Certificate of Insurance (COI) that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum [If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.



Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District's Attorney:	Approved	Denied	
Review Date: <i>5/17/19</i>	<i>(Signature)</i>		
Information & Technology:	Approved	Denied	
Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

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

This AGREEMENT is between the STATE OF FLORIDA, DEPARTMENT OF HEALTH, CLAY COUNTY HEALTH DEPARTMENT, hereinafter referred to as "DOH-CLAY," 1305 Idlewild Avenue, Green Cove Springs, Florida, and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD," 900 Walnut Street, Green Cove Springs, Florida, as the governmental agency with jurisdiction over all Clay County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the DOH-CLAY and the SCHOOL BOARD shall deliver or perform the following school health services for the 2019 - 2020 school year. The term of this Agreement shall begin on the 1st day of July 2019 and shall end on the 30th day of June 2020.

The DOH-CLAY shall deliver the following services under this Agreement:

- a) The DOH-CLAY will provide school health services oversight. Oversight shall be defined as monitoring the compliance of the School Health Services Plan.
- b) The DOH-CLAY will perform annual health room reviews of all Clay County Public School Health Services Programs and share the results with the health room personnel, the principal and the Coordinator of Nursing Services.
 - 1) If opportunities for improvement are identified, a performance improvement plan will be requested from the school and a second review will be conducted by the DOH-CLAY, within 15 days of the receipt of the performance improvement plan
- c) The DOH-CLAY will provide consultative and support services to qualified health room personnel. Support services shall be defined as:
 - Periodic visits by the DOH-CLAY nurses to meet with records and health room personnel.
 - Record audits via the school district database(s) for compliance with school entry and records requirements.
 - Communicate with the records personnel and/or health room personnel on the status of record audits.
 - Assist school personnel to identify the physical, social and emotional needs of students.
- d) The DOH-CLAY will provide protocols for health services under the medical direction of a licensed Florida physician functioning under the Administrator/Health Officer of the DOH-CLAY.
- e) The DOH-CLAY will provide four (4) hours of orientation, at the Florida Department of Health in Clay County, administrative office, to new school health room personnel, new school health room relief staff, and new school health room substitutes.
- f) The DOH-CLAY will assure that DOH-CLAY nurses work according to the Florida Nurse Practice Act and be licensed as a RN in accordance with Florida Statute 464.
- g) The DOH-CLAY will provide orientation on school entry requirements to new records personnel and refreshers for current records staff upon request.
- h) The DOH-CLAY will assure that DOH-CLAY nurses have documented knowledge of pediatrics and growth and developmental training.

- i) The DOH-CLAY will assure that a DOH-CLAY nurse is assigned to each Clay County School to provide school health services oversight.
- j) The DOH-CLAY will notify the SCHOOL BOARD within 5 days of any school health assignment or personnel changes.
- k) The DOH-CLAY will assure that DOH-CLAY staff adhere to all applicable confidentiality laws, both federal and state, governing school and health records.
- l) The DOH-CLAY will assure that their staff meets Level 2 background screening as required by s.1012.465, F.S. and pursuant to chapter 435, F.S.
- m) The DOH-CLAY will be responsible for the supervision of DOH-CLAY nurses and/or agents assigned to provide services under this Agreement.

The DOH-CLAY and the SCHOOL BOARD shall jointly deliver the following services under this Agreement:

- a) Complete student health screenings as per current Florida law and administrative code, section 381.0056 F.S. and rule 64F-6.003 F.A.C.
 - 1) The SCHOOL BOARD will submit mandatory health screening dates in writing to DOH-CLAY by October 11, 2019. If the School Board is needing DOH-CLAY staffing or screening resources, including loaned equipment and supplies, this will be requested in writing by October 11, 2019.
 - 2) The DOH-CLAY will deliver requested screening equipment and supplies to the school on the date of the scheduled screening. The SCHOOL BOARD can make arrangements with the DOH-CLAY assigned nurse to pick-up equipment and supplies in advance. DOH-CLAY screening equipment will be assigned to schools based on the earliest date of request and resource availability. DOH-CLAY may need assistance with delivered equipment and supplies from their vehicle into the school buildings. Upon completion of the screenings, they need assistance placing the equipment and supplies into their vehicles. The SCHOOL BOARD will provide this assistance, if requested.
 - 3) The SCHOOL BOARD will provide one school health nurse (with no other assigned duties) for the duration of the screening, as well as other staff and volunteers, to ensure the appropriate number of qualified personnel is available to conduct each screening session. DOH-CLAY cannot support the screening unless the required one SCHOOL BOARD nurse and sufficient volunteers are on site for the event.
 - 4) The SCHOOL BOARD agrees to reschedule the screening if the predetermined appropriate number of qualified personnel (staff and volunteers) needed for the screening is not available.
 - 5) The SCHOOL BOARD will complete screenings and rescreenings by November 22, 2019.
 - 6) The SCHOOL BOARD will input screening results into the School District Database System by December 6, 2019.
 - 7) The DOH-CLAY will collect screening results using the School District Data Base System. The DOH-CLAY will input initial screening data into the Department of Health (DOH), Health Management System (HMS) by January 17, 2020.

- 8) The SCHOOL BOARD will provide student screening results to parents.
 - The SCHOOL BOARD will send the 1st letter of notification to the parents of the students who failed a health screening (BMI, Hearing, Vision, Scoliosis), within 1 month post screenings and rescreens.
 - The SCHOOL BOARD will send a 2nd letter of notification one month after the 1st letter is sent to the parents of the students who failed a health screening (BMI, Hearing, Vision, Scoliosis) and have not responded to the 1st notification letter.
 - 9) The SCHOOL BOARD will forward screening outcomes to the DOH-CLAY by March 2, 2020.
 - 10) The DOH-CLAY will conduct the 3rd notification via telephone call to the parents of the students who fail a health screening (BMI, Hearing, Vision, Scoliosis) and have not responded to the 2nd notification letter. The 3rd notification will be completed by May 31, 2020.
 - 11) DOH-CLAY will input all screening outcomes into HMS by June 30, 2020.
- b) The DOH-CLAY and the SCHOOL BOARD will provide an annual School Health Services update training prior to the start of the school year. The agenda will be developed jointly.
 - 1) The SCHOOL BOARD will assure attendance of all school health room personnel, school health room relief personnel, school health room substitutes, and the Coordinator of Nursing Services.
 - 2) The DOH-CLAY will assure attendance of all DOH-CLAY school nurses and the school health coordinator.
 - c) The DOH-CLAY and the SCHOOL BOARD will update the School Health Services Plan every two (2) years as required by s. 381.0056 F.S. and Florida School Health Administrative Resource Manual (2017), Chapter 1. The plan will be updated and ready for signatures by August 1st of the year it is due. The DOH-CLAY will submit the School Health Services Plan to the School Health Program Office in Tallahassee by September 15th, of the year it is due. (The next plan is due in 2020).
 - d) On or before the 5th day of each month during the school calendar year, the SCHOOL BOARD will submit to the DOH-CLAY the prior month's school health services data for the following reports:
 - 1) Yearly Health Room Activity Log
 - 2) Monthly Outcome Disposition Report
 - 3) Monthly Screening Statistics
 - 4) Health Education Classes Taught in Basic, Full Service and Comprehensive Schools
 - 5) School Health Teen Pregnancy Statistics
 - e) The DOH-CLAY will input the previous month's school health services data in the state's health management reporting system (HMS) by the 15th of the following month.
 - f) The DOH-CLAY and the SCHOOL BOARD will act collectively, with the community, to advise the school district on aspects of a Coordinated School Health approach. The DOH-CLAY and SCHOOL BOARD will work collaboratively in the coordinating and planning of the School Health Wellness Advisory Council (SHAWC) meetings as required by s.381.0056, F.S., Florida School Health Administrative Resource Manual (2017), Chapter 1, and SHWAC Bylaws.
 - 1) The SHAWC will hold quarterly meetings.

- 2) The SCHOOL BOARD shall appoint one of its members to serve as the liaison to the SHWAC, as per the SHWAC Bylaws.
 - 3) Staff support to the SHWAC shall be provided by the SCHOOL BOARD and other Clay County District School Staff, as needed, as per the SHWAC Bylaws.
- g) The DOH-CLAY and the SCHOOL BOARD will review the Clay County School Health Services Manual every two (2) years and update it, as needed.
- 1) The DOH-CLAY will present updates to the SCHOOL BOARD by July 1st, the year it is due. (Next year due is 2019)
 - 2) The SCHOOL BOARD will present documentation to the DOH-CLAY that the School Health Services Manual was approved by August 15th, the year it is due.
- h) The DOH-CLAY and the SCHOOL BOARD will follow all protocols, guidelines and procedures outlined in the Clay County School Health Services Manual.
- i) The SCHOOL BOARD will prepare Individual Plans of Care, Emergency Action Plans and Child Specific Training within 30 days of an identified need.
- j) The DOH-CLAY will prepare Individual Plans of Care, Emergency Action Plans and Child Specific Training within 30 days of an identified need for charter schools.
- k) The SCHOOL BOARD will provide medication administration training and medication skills verification for unlicensed staff administering medications.
- l) DOH-CLAY will provide medication administration training and medication skills verification for unlicensed staff administering medications at charter schools.
- m) The DOH-CLAY and the SCHOOL BOARD will comply with the Florida School Health Administrative Resource Manual (2017).
- n) The SCHOOL BOARD will work collaboratively with the DOH-CLAY to collect the data for the Annual School Health Report. If the data collected below is modified by Central Office, mid-year, required data will be submitted to DOH-CLAY by the SCHOOL BOARD. The following data will be forwarded to the DOH-CLAY by the SCHOOL BOARD by June 30, 2020:
- 1) School District Contact Information
 - 2) Overview of Schools and Students
 - 3) Types of Health Conditions
 - 4) Number of Students Needing Medication and/or Procedures
 - 5) School Health Disposition of Room/Clinic Visits
 - 6) Student Referrals and School Health Teen Pregnancy Statistics
 - 7) Health Education Classes
 - 8) In-Kind Services Provides at Full Service Schools
 - 9) Schools with Any Health Staff On-Site Full-Time
 - 10) Schools with a Registered Nurse On-Site Full Time
 - 11) Community / Public-Private Partners Providing Staff or Funds for the Partner Staff
 - 12) School Health Staffing
 - 13) Revenue and Expenditures for School Health Services and Health Education in Schools

- 14) Community and Public-Private Partner Expenditures for School Health Services and Health Education
 - 15) Accomplishments and Challenges
 - 16) Medications Administered to Students & Health Procedures Performed (obtained from health room personnel)
 - 17) Number of Care Plans Written by Condition (obtained from health room personnel)
- o) The DOH-CLAY will compile the data collected from the SCHOOL BOARD and will complete the Annual School Health Report for 2019-2020 school year and submit to School Health Program Office in Tallahassee by August 15, 2020.

The SCHOOL BOARD shall deliver the following services under this Agreement:

- a) The SCHOOL BOARD will exercise control over the administrative aspects of the School Health Services Program to ensure that the delivery of health services is coordinated with and supportive of the primary role of the school system - the education of the child.
- b) The SCHOOL BOARD will ensure that each public school within the district has a minimum of one licensed nurse (i.e. RN, LPN) to provide basic school health services. DOH-CLAY recommends one professional nurse (RN) in each school health room.
- c) The SCHOOL BOARD will ensure that all persons staffing the health room and at least two (2) school staff members, excluding health room personnel, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation (CPR) as required by Chapter 64F-6.004, F.A.C. and Florida School Health Administrative Resource Manual (2017), Chapter 9.
- d) The SCHOOL BOARD will ensure that at least two (2) school staff members, excluding health room personnel, are trained in the administration of medication and provision of medical services as required by 1006.062 F.S. Such staff members will serve as health room relief.
- e) The SCHOOL BOARD will update annually each student's emergency information card, as required by Florida Administrative Code 64F-6.004 Meeting Emergency Health Needs and Florida School Health Administrative Resource Manual (2017), Chapter 9.
- f) It is the responsibility of the SCHOOL BOARD principal to assure that all students produce evidence of immunization and such physicals and other health records which are required for admittance to Florida public schools as required by 1003.22 F.S. and Florida School Health Administrative Resource Manual (2017), Chapter 11. The SCHOOL BOARD will follow-up with parents of students out of compliance to assure school entry requirements are satisfied. All records personnel and health room personnel will register with Florida SHOTS for access to DOH Form 680.
- g) The SCHOOL BOARD will notify parents or guardians in writing at the beginning of each school year that their children, who are students, will receive specified health services as provided for in the local School Health Services Plan.
- h) The SCHOOL BOARD will assure adequate physical facilities, health room supplies, office supplies, and equipment for school health services are available at each school as defined in State Requirements for Educational Facilities, s. 381.0056(7), F. S., and Chapter 64F-6.004, F.A.C.
- i) The SCHOOL BOARD will attend Individualized Education Plan (IEP) and 504 plan meetings. If an RN is requested at a given meeting, the SCHOOL BOARD will provide a school district registered school nurse.
- j) The SCHOOL BOARD will provide all other school health trainings as needed including bloodborne pathogens training, other health services trainings, etc.

- k) The SCHOOL BOARD will assure that SCHOOL BOARD nurses work within the scope of their practice, according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- l) The SCHOOL BOARD will develop an improvement plan of all identified deficiencies noted on the annual health room review at each Clay County Public School. The improvement plan is due within 15 days of the receipt of the noted deficiencies.

The DOH-CLAY and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. The DOH-CLAY and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The DOH-CLAY shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to DOH-CLAY, and the DOH-CLAY shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCHOOL BOARD and which is necessary for the DOH-CLAY to deliver the services required hereunder. For this Agreement, the DOH-CLAY staff must have access to paper and electronic records pertaining to or supporting the delivery of school health services to include but not necessarily be limited to the Cumulative Health Record of each student, names of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.
- b) Independent Agents. That no relationship of employer/employee, principal agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.
- c) Insurance/Indemnification. That each party shall be responsible for the liabilities of their respective agents, servants and employees. The SCHOOL BOARD and the DOH-CLAY are self-insured, and their agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
- d) Modification. This Agreement may be modified from time to time but only in writing and by mutual consent of the parties hereto.
- e) Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, The SCHOOL BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator/Health Officer of the DOH-CLAY to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator/Health Officer are unable to resolve the dispute, the matter shall be referred to the SCHOOL BOARD who may elect to terminate the agreement with appropriate notice to the DOH-CLAY as provided below.
- f) Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other.

The contact persons for each party are as follows:

Florida Department of Health in Clay County
Heather Huffman, Administrator/Health Officer
1305 Idlewild Avenue
Green Cove Springs, FL 32043

STATE OF FLORIDA, DEPARTMENT OF
HEALTH, CLAY COUNTY HEALTH
DEPARTMENT

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

Date: _____

School Board of Clay County
Carol Studdard, Chair
900 Walnut Street
Green Cove Springs, FL 32043

SCHOOL BOARD OF CLAY COUNTY

Carol Studdard, Board Chair

Date: _____