

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

This AGREEMENT is between THE CLAY COUNTY HEALTH DEPARTMENT, hereinafter referred to as "HEALTH DEPARTMENT," 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 HEALTH DEPARTMENT and the SCHOOL BOARD shall deliver or perform the following school health services for the 2011-2012 school year. The term of this Agreement shall begin on the 1st day of July, 2011 and shall end on the 30th day of June 2012.

The HEALTH DEPARTMENT shall deliver the following services under this Agreement:

- a) Provide school health services oversight. Oversight shall be defined as monitoring the compliance of the School Health Services Plan. Perform biannual program reviews of all Clay County Public schools as funding permits and share the results with the principal of that school and the Supervisor of Student Services.
- b) Provide consultative and support services to qualified health room personnel.
- c) Provide protocols for health room services under the medical direction of a licensed Florida physician functioning under the Administrator of the Clay County Health Department.
- d) Complete the Florida School Health Services Annual Report, assuring review and signature of appropriate parties.
- e) Update and ensure accuracy and accessibility of Clay County School Health Services Manual.
- f) Provide education services and/or materials to comprehensive schools as each individual school requests.
- g) Provide back to school outreach events with community partners.
- h) Provide home visits as requested.
- i) Provide four (4) hours of orientation to new school health room nurses and substitutes.
- j) Assure that its nurses work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as an RN in accordance with Florida Statute 464.

- k) Assure that its nurses have documented pediatric experience and growth and developmental training.
- l) Assure that school assignments of nurses currently hired by the HEALTH DEPARTMENT will be determined by the HEALTH DEPARTMENT with input from the SCHOOL DISTRICT when needed.
- m) Assure that its nurses follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.
- n) Assure that its staff meets Level 2 background screening as required by s.1012.465, F.S. and pursuant to chapter 435, F.S.
- o) The HEALTH DEPARTMENT shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement.

The HEALTH DEPARTMENT 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. The HEALTH DEPARTMENT will make available additional screening equipment/supplies if requested by the school and one oversight nurse if needed. The SCHOOL BOARD will provide the school health personnel, other staff and volunteers to assist with the screenings and will work to ensure the appropriate number of qualified personnel is available to conduct each screening session. The SCHOOL BOARD will schedule the screening date at each school and the HEALTH DEPARTMENT will be notified of same. The HEALTH DEPARTMENT will collect and maintain screening results using the School Health Information Program (SHIP), will provide individual student health report cards for parents and will compile a final summary report for each school principal. Screenings will be completed by February 2012.
- b) The SCHOOL BOARD will provide written feedback on all identified deficiencies noted on the biannual program reviews of all Clay County Public schools. A corrective action plan will be created by the SCHOOL BOARD and the HEALTH DEPARTMENT if needed.
- c) The HEALTH DEPARTMENT will assist the SCHOOL BOARD with the August School Health Services Meeting. In that meeting, the HEALTH DEPARTMENT will provide back to school training.
- d) The HEALTH DEPARTMENT and the SCHOOL BOARD will update the School Health Plan.
- e) All employees of the SCHOOL BOARD who provide school health services to students will submit the required documentation on or before the 5th of the month following those services. The HEALTH DEPARTMENT will input the required data in the state's health management reporting system (HMS).

- f) The HEALTH DEPARTMENT and the SCHOOL BOARD will coordinate, plan and conduct School Health Advisory Committee Meetings.
- g) Understand that all SCHOOL BOARD and HEALTH DEPARTMENT staff must follow all protocols and procedures outlined in the Clay County School Health Services Manual jointly developed by the parties.
- h) Create care plans for students with chronic health needs after reviewing the child's health needs as outlined by his physician and in consultation with the parent. Care plans in schools without a Registered Nurse (RN) will be written by the County Health Department School Nurse assigned to that school.
- i) Perform child specific training with unlicensed assistant personnel (UAP) as needed. For schools without an RN, child specific training for unlicensed assistant personnel will be provided by the County Health Department School Nurse assigned to that school or licensed personnel from the child's medical provider.

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

- a) Ensure that each school within the district has a minimum of one highly qualified health room personnel (i.e. RN, LPN, Health Aide) to provide basic school health services including first aid to injured students and staff, everyday care of acutely ill children and chronically ill children, and manages health care for children with communicable diseases.
- b) Ensure that at least two school staff members, excluding health room staff, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation.
- c) Ensure that at least two school staff members, excluding health room staff, are trained in the administration of medication and provision of medical services as required by 1006.062 F.S.
- d) Annually update each student's emergency contact information.
- e) Assure that each child who is entitled to admittance to a school is in compliance with 1003.22 F.S. It is the responsibility of the school 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.
- f) 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.
- g) Assure available and adequate physical facilities, office supplies, and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
- h) Understand that all staff designated for health care of students must attend periodic trainings and meetings.

- i) The SCHOOL BOARD may exercise control over the administrative aspects of the School Health Services Program to insure that the delivery of health services is coordinated with and supportive of the primary role of the school system – the education of the child. Both parties shall cooperate in the development and implementation of mutually acceptable policies and guidelines which will govern both the School District and the Health Department personnel in the delivery of appropriate and effective services.
- j) Attend Individualized Education Plan (IEP) and 504 plan meetings. If an RN is requested at a given meeting, the school district will make arrangements for coverage by a school district registered school nurse.
- k) Provide all other school health trainings as needed including blood borne pathogens, other health services meetings, bus driver, etc.
- l) Ensure school health room RNs provide comprehensive supervision to school health room Licensed Practical Nurses (LPNs) and unlicensed assistant personnel as required.
- m) Assess registration paperwork for health needs and immunization compliance for new students. Registrars and health room staff will register with Florida Shots for electronic 680.
- n) Proper disposal of biomedical waste.

The HEALTH DEPARTMENT and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. The HEALTH DEPARTMENT and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The HEALTH DEPARTMENT shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to HEALTH DEPARTMENT, and the HEALTH DEPARTMENT 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 HEALTH DEPARTMENT to deliver the services required hereunder. For this Agreement, the HEALTH DEPARTMENT 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, rolls 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 HEALTH DEPARTMENT is

self-insured through the State of Florida, and its 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. The SCHOOL BOARD is self-insured.

- 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 of the HEALTH DEPARTMENT to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator 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 HEALTH DEPARTMENT 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:

Clay County Health Department
Nancy Mills, Administrator
1305 Idlewild Avenue
Green Cove Springs, FL 32043

School Board of Clay County
Frank Farrell, Chair
23 Green Street
Green Cove Springs, FL 32043

CLAY COUNTY HEALTH DEPARTMENT

SCHOOL BOARD OF CLAY COUNTY

Nancy J. Mills, M.P.A., Administrator

Frank Farrell, Board Chair

Date: _____

Date: _____