

**AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY AND THE CLAY COUNTY HEALTH DEPARTMENT**

This AGREEMENT, effective this 17<sup>th</sup> day of July, 2008 by and between THE CLAY COUNTY HEALTH DEPARTMENT, 1305 Idlewild Avenue, Green Cove Springs, Florida, (hereinafter referred to as “PROVIDER”, and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, 900 Walnut Street, Green Cove Springs, Florida, as the governmental agency with jurisdiction over all CLAY COUNTY DISTRICT SCHOOLS, (hereinafter referred to as “RECIPIENT”).

1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the PROVIDER shall deliver or perform the following services indicated for the RECIPIENT.

- a) Provide basic, comprehensive, and full service School Health Services to Clay County public schools in accordance with Florida Statutes 381.0056, 381.0057, 381.00059, and 402.3026 and with Chapter 64F-6.001-6.006, F.A.C. and other related Florida Statutes and Florida Administrative Codes and in accordance with applicable policies and procedure of the RECIPIENT and PROVIDER.
- b) These health services are specified in the local school health services plan as approved biennially by the RECIPIENT and PROVIDER and as required under Florida Statutes.

2. Term. The Initial Term of this Agreement shall begin on the 1<sup>st</sup> day of July, 2008 and shall end on the 30<sup>th</sup> day of June 2009. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term for up to two ( 2) additional one (1) year periods. If deemed to be mutually beneficial and successful in promoting the health and wellbeing of Clay County School’s students, it is the intention of the parties to continue this agreement on an ongoing basis, subject to annual review and approval.

3. Responsibilities of PROVIDER.

- a) Delivery of Services: The PROVIDER shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:
  - i) Provide school health services oversight to all Clay County Public schools by registered nurses as funding permits.
  - ii) Monitor the development and maintenance and, within each school, provide assessment of the ongoing medical conditions of students which may require frequent or regular medication, treatment, or observation and provide consultative and support services to qualified health room personnel.
  - iii) Provide programmatic and clinical management to school health services to ensure that school health personnel are professionally supervised and supported.
  - iv) Provide medical direction to school health services through a licensed Florida physician functioning under the Administrator of the Clay County Health Department to promote the safest and most current clinical practices in addressing student health needs.
  - v) Complete the Florida School Health Services Annual Report and Plan and assure review and signature of appropriate parties.
  - vi) Coordinate, plan and conduct School Health Advisory Committee Meetings in conjunction with RECIPIENT.

- vii) Update and ensure accuracy and accessibility of Clay County School Health Services Manual.
  - viii) Coordinate and provide training for school nurses based on a regular schedule of clinical inservices and professional development designed to acquaint such nurses with the most appropriate methods of observation and treatment of illnesses, chronic conditions, and medical problems likely to exist among Clay County Schools' students.
  - ix) Conduct PROVIDER approved medication training in administration of medications to appropriate school district personnel.
  - x) Provide student health screenings in cooperation with RECIPIENT as per current Florida law and administrative code 381.0056 F.S. and 64F-6.003 F.A.S. PROVIDER is responsible for documentation, referral and follow up on all screening failures as per Clay County School Health Services Manual. Screenings may be performed in mass screening style by a pool of volunteers and PROVIDER school health nurses and staff. The PROVIDER, in cooperation with RECIPIENT, is responsible for coordinating staffing, equipment, and supplies for mass screening; grouping the schools to be screened and scheduling the screening with onsite nurses and the principal. The PROVIDER will make reasonable efforts to recruit and involve nursing students and other qualified volunteers in such screenings.
  - xi) PROVIDER will submit to RECIPIENT in writing any professional performance deficit of qualified health room personnel within 30 days of identified deficit.
- b) Staff and Personnel: The PROVIDER shall do the following to make available personnel and/or other resources to provide the services required under this Agreement:
- i) Assure that PROVIDER 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.
  - ii) Assure that PROVIDER nurses have documented pediatric experience and growth and developmental training.
  - iii) Assure that school assignments of nurses currently hired by the PROVIDER and new hires will be determined by the PROVIDER with input from the RECIPIENT when needed.
  - iv) Assure that all PROVIDER nurses follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.
  - v) Assure that all PROVIDER staff meet Level 2 background screening as required by s.1012.465, F.S. and pursuant to chapter 435, F.S.

Supervision, Monitoring, and Evaluation: The PROVIDER shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the PROVIDER shall be responsible for the monitoring of the quality of service delivered to insure the highest standards of service are being provided to the RECIPIENT under this Agreement in order to achieve a maximum benefit to the RECIPIENT, its employees, students, and the families of students that are to be the recipients of these services. The PROVIDER shall work mutually with the RECIPIENT to provide an evaluation of the delivery and impact of the services made available under this

Agreement and shall further provide to the RECIPIENT any and all data or other materials maintained or collected by PROVIDER in the course of performing this Agreement.

- c) Confidentiality: The PROVIDER shall only be entitled to receive records and information from the RECIPIENT which can be lawfully made available to PROVIDER, and the PROVIDER 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 RECIPIENT and which is necessary for PROVIDER to deliver the services required hereunder. For this AGREEMENT, the PROVIDER 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 RECIPIENTS Cumulative Health Record of each student, rolls of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.
- d) Official Representative: The PROVIDER shall be responsible for designating an official representative and contact person to conduct all communications with the RECIPIENT and to be responsible for the ongoing administration of this AGREEMENT. The PROVIDER hereby designates the Clay County Health Department Administrator as the official representative for the purposes of administering this AGREEMENT with the RECIPIENT.

#### 4. Responsibilities of the RECIPIENT.

- a) Financing: The RECIPIENT shall pay PROVIDER the total sum of \$159,500.00 in eleven equal payments of \$14,500.00 beginning August 1, 2008 and continuing until June, 2009.
- b) Confidentiality: F.S.64F-6 The RECIPIENT shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and assure that PROVIDER staff has access to records and other information that is pertinent to the health management of the students.
- c) Monitoring and Evaluation: The RECIPIENT and/or its designee under this Agreement shall participate with PROVIDER to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement. On an annual basis, or more frequently if necessary, both parties will meet to review the clinical, financial, and organizational aspects of this relationship and make any mutually agreed upon changes.
- d) Program Support: The RECIPIENT and/or designee under this Agreement shall do the following to assist PROVIDER in the quality delivery of services:
  - i) 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.

- ii) 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.
  - iii) 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.
  - iv) Annually update each student's emergency card.
  - v) Assure that each child who is entitled to admittance to a RECIPIENT 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.
  - vi) Notify parents or guardians in writing at the beginning of each school year that their children who are students of RECIPIENT'S schools will receive specified health services as provided for in the local school health services plan.
  - vii) 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.
  - viii) Understand that all RECIPIENT staff designated for health care of students must attend periodic trainings and meetings as organized by PROVIDER. However, such trainings and meetings will not be routinely scheduled during the hours students are in school.
  - ix) Understand that all RECIPIENT and PROVIDER staff must follow all protocols and procedures outlined in the Clay County School Health Services Manual jointly developed by RECIPIENT and PROVIDER.
  - x) The RECIPIENT 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.
- e) Official Representative: The RECIPIENT shall be responsible for providing an official representative and contact person to conduct all communications with PROVIDER and to be responsible for the ongoing administration of this Agreement. The RECIPIENT hereby designates the Clay County School District Director of Student Services.

5. Modification. This Agreement may be modified from time to time but only in writing and by mutual consent of the parties hereto.

6. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the RECIPIENT hereby authorizes its Superintendent of Schools or designee to work with the Administrator of the Clay County 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 Clay County School Board who may elect to terminate the agreement with appropriate notice to PROVIDER, as provided in Section 7.

7. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the RECIPIENT should terminate this

Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to PROVIDER through the date of termination.

8. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, the RECIPIENT or PROVIDER may terminate the contract upon no less than twenty-four (24) hours notice in writing to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. In the event of termination of this agreement, the PROVIDER will be compensated for any work satisfactorily completed prior to notification of termination. Any state, county or school district agency's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this contract.

The PROVIDER is a unit of state government and is therefore a participant in Florida's sovereign immunity and Florida's limited waiver of immunity expressed section 13, Article X of Florida's Constitution and section 768.28, Florida Statutes. PROVIDER is responsible to the extent provided by said waiver of sovereign immunity for the wrongful negligent actions of its officers, employees and agents to the extent permitted under the state's waiver of sovereign immunity shall indemnify the RECIPIENT from any and all claims, losses, liabilities, costs, and expenses arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any officer, school nurse, employee or agent of the PROVIDER. The PROVIDER'S liability under this paragraph shall not exceed the limits of Florida's waiver of sovereign immunity.

THIS AGREEMENT entered into and made effective as of the date first above written.

RECIPIENT:

THE SCHOOL BOARD OF  
CLAY COUNTY

By: \_\_\_\_\_  
Carol Studdard, Chairman

Date Signed: \_\_\_\_\_

PROVIDER:

CLAY COUNTY HEALTH  
DEPARTMENT

By: \_\_\_\_\_  
Nancy Mills, Administrator

Date Signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
David Owens  
Superintendent of Schools