

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 9-2-08

Agenda Consent

Item No. F. 5.

Board Meeting Date:	September 2, 2008
Submitted By:	Kathy Black
Item Description	Agreement between The Alachua County Health Department and The School Board of Alachua County

This Agreement between The School Board of Alachua County and The Department of Health will provide on site school health services for 14 Alachua County Public Schools for 34-40 hours per week, in accordance with school hours and calendar year.

BUDGETARY IMPACT

Funding Source

NO COST TO DISTRICT

Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: Initial:	ADDITIONAL INFORMATION Yes: _____ No: _____
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**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTH
ALACHUA COUNTY HEALTH DEPARTMENT
AND
SCHOOL BOARD OF ALACHUA COUNTY**

THIS AGREEMENT, effective this first day of August 2008, by and between THE FLORIDA DEPARTMENT OF HEALTH'S ALACHUA COUNTY HEALTH DEPARTMENT, 224 SE 24th Street, Gainesville, Florida, (hereinafter referred to as "PROVIDER"), and THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, 620 East University Avenue, Gainesville, Florida, as the governmental agency with jurisdiction over all 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, full service, and comprehensive School Health Services to Alachua County public schools in accordance with Florida Statutes 381.0056, 381.0057, 381.0059, 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 procedures 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. This Agreement shall begin on the 1st day of August 2008, and shall end on the 31st day of July 2009.
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:
 - a) Provide onsite school health services for 34 to 40 work hours per week during the school year (½ hour required lunch break per day not included or paid) for 14 public schools in accordance with school hours of each school and the school calendar year.
 - b) Provide programmatic and professional management for school health services.
 - c) Complete the Florida School Health Services Annual Report and Plan and assure review and signature of appropriate parties.
 - d) Participate in School Health Advisory Committee Meetings.
 - e) Coordinate and provide training for school nurses at least bi-annually.
 - f) Deliver basic school health services at Howard Bishop Middle and Mebane schools.
 - g) Deliver full service school health services at Eastside and Lofton High schools.
 - h) Deliver comprehensive school health services at Santa Fe High, Ft. Clarke Middle, Lincoln Middle, Gainesville High, Buchholz High, Oak View Middle, Newberry High, Westwood Middle, Kanapaha Middle and Hawthorne Middle/High schools.
 - i) Perform student health screenings as per current Florida law and administrative code 381.0056 F.S. and 64F-6.003 F.A.S. This includes documentation, referral and follow up on all screening failures as per Alachua School Health Services Manual. Screenings may be

performed in mass screening style by a pool of volunteers and PROVIDER staff, including the onsite nurse and other PROVIDER school health nurses and school health staff. The PROVIDER 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.

- j) PROVIDER will consult with RECIPIENT on Employee Wellness activities.
- b) Staff and Personnel: The PROVIDER shall make available the following personnel and/or other resources to provide the services required under this Agreement:
- a) Provide a RN or LPN in either a Career Service or OPS position for each of the 14 schools under control of the PROVIDER. Recruitment of these positions is the responsibility of the PROVIDER'S School Health Nursing Coordinator. Vacant positions will be advertised through the PROVIDERS human resources office.
 - 1) School Nurse must be a registered nurse or with a bachelor's degree, or a registered nurse with three years of experience in either public health nursing, pediatric nursing, or other applicable experience, or a licensed practical nurse with pediatric experience.
 - 2) School Health Aide must have a minimum of a high school diploma or General Equivalency Diploma, current certification in First Aid, CPR, and medication administration as well as other health support staff training that may be received prior to and during employment necessary to provide essential health services. School Health Aide shall have clerical and filing skills, CNA certification or medical experience.
 - b) PROVIDER will maintain evidence of nurse licensure in Florida, CPR, I-9 documentation, and employment application for all PROVIDER school health positions.
 - c) Assure that all employees meet Level 2 background screening as required by s.381.0059, F.S. pursuant to chapter 435, F.S.
 - d) Assure that all nurses work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as a RN/LPN in accordance with Florida Statute 464.
 - e) Assurance that PROVIDER nurses are knowledgeable of Competencies and Performance Evaluation tools.
 - f) Assure that PROVIDER nurses are knowledgeable in Florida Statutes related to student health and welfare.
 - g) Assure that PROVIDER nurses have documented pediatric experience and training in growth and development.
 - h) Assure that school assignments of nurses are jointly determined by the PROVIDER and the RECIPIENT.
 - i) Assure provision of substitutes due to school nurse absences, which are beyond the control of the PROVIDER, beyond 1 consecutive school day when student's are in attendance, not to exceed 4 schools per school day when students in attendance. Substitutes can be a RN, LPN or Certified Nursing Assistant either hired by the PROVIDER or under contract to the PROVIDER.
 - j) 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.
 - k) Assure that each principal of RECIPIENT schools can participate or provide input into the assigned nurse's annual performance evaluation.
 - l) Understands that PROVIDER nurses assigned at RECIPIENT schools are not considered to be agents or employees of the School Board and will not, except as expressly provided by this Agreement, be entitled to any of the benefits the School Board provides for its full time

- employees, including, but not limited to, worker's compensation coverage, and unemployment insurance.
- m) Provides the school principals and nurses with a copy of the DOH/ACHD employee handbook, which is incorporated herein by reference.
 - n) Provide school nurses and clerical staff with access to the PeopleFirst system to directly input timesheet data to ensure that the PROVIDER has access to timesheet records.
 - o) Submits the following general position description which will be modified based on nursing licensure requirements or changes in standards of care:
 - (1) Provides 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.
 - (2) Provides nursing assessments and health counseling as appropriate for students.
 - (3) Interfaces and communicates with parents and students' medical providers.
 - (4) Organizes known or identified student's medication(s) and first aid kits for field trips.
 - (5) Reports all students with known food allergies to cafeteria staff/guidance.
 - (6) Documents and reports any indication of child abuse to appropriate authorities.
 - (7) Counts, records, and administers medications to students and maintains accurate records as required by Florida Statute 1006.062.
 - (8) Participates in development and implementation of child specific health care plans.
 - (9) Maintains proficiency in conducting vision, hearing, scoliosis, and growth and development screenings.
 - (10) Provides mandated health screenings; sends referrals as needed and provides all necessary follow-up for problems identified in mandated mass health screenings.
 - (11) Performs ESE vision/hearing screenings or referrals. Sends referrals and provides follow up.
 - (12) Carries out communicable disease prevention and infection control based on current guidelines for standard precautions, prevention of bloodborne pathogens exposure and hazardous medical waste disposal. Reports to PROVIDER as appropriate.
 - (13) Maintains and updates school health records.
 - (14) Utilizes health related forms as per PROVIDER and RECIPIENT.
 - (15) Maintains a daily log of clinic visits.
 - (16) Provides quantitative data as requested by PROVIDER, including employee activity report.
 - (17) Conducts record reviews.
 - (18) Documents services, referrals, and outcomes.
 - (19) Communicates health needs and other health and medical issues to principal and PROVIDER RN supervisor.
 - (20) Maintains contact with parents on referrals through phone calls and written correspondence.
 - (21) Works closely with teachers concerning matters of physical and mental health and environmental problems, which can affect the children's health. Advises principals or designee of medical problems of which he/she should be aware.
 - (22) At the invitation of the RECIPIENT, participates in Student Support Services Team.
 - (23) Attends IEP meetings as needed.
 - (24) Provides training on various diseases and conditions to school district personnel.
 - (25) Provides child-specific training on conditions and health related procedures to school district personnel, as needed.
 - (26) Provides age-appropriate, district approved health education classes as requested by teachers and approved by principal.
 - (27) Abides by and facilitates adherence to all applicable laws, rules, policies, procedures; maintains professional standards; maintains high level of professional

development/knowledge.

(28) Maintains student health information in each student's Cumulative Health Records or Student Information System.

(29) All ACHD employees are required to work in a special needs shelter, Red Cross shelter, Emergency Operations Center (EOC), or to perform other emergency duties including, but not limited to, responses to or threats involving any disaster or threat of disaster, man-made or natural.

- p) Finances: The PROVIDER shall be responsible for the funding of salaries, fringe benefits and in-kind expenses for nursing and clerical staff included in this agreement, pending appropriation of state legislature.
- c) Supervision 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 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.
- d) Confidentiality: The PROVIDER shall only be entitled to receive records and information from the RECIPIENT which can be lawfully made available to PROVIDER, and in such event 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 which is necessary for PROVIDER to deliver the services required hereunder.
- e) Official Representative: The PROVIDER shall be responsible for providing 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 School Health Services Nursing Coordinator, as the official representative for the purposes of administering this AGREEMENT with the RECIPIENT.
- a) School Health Services Nursing coordinator will serve as contract manager for this Agreement.
 - b) School Health Services Nursing Coordinator will be responsible for recruitment of positions within the terms of this Agreement.
 - c) School Health Services Nursing Coordinator will provide administrative oversight of the nurses funded by this Agreement.
 - d) School Health Services Nursing Coordinator must ensure and document that meetings with the RECIPIENT are held as necessary to discuss issues concerning the implementation of this Agreement.

4. Responsibilities of the RECIPIENT.

- a) Confidentiality: 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.

- b) Monitoring and Evaluation:
 - a) 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.
 - b) RECIPIENT will provide basic school health services at all Alachua County elementary, community, center and alternative schools not expressly noted in section 3 (a) of this Agreement. RECIPIENT will report all service data as required by Public Health Title XXIX, Chapter 381.0056 and Florida Administrative Code Chapter 64F-6. RECIPIENT will report all data necessary for sections of the School Health Annual Services Report that encompass services, disease counts, staffing, revenue and expenditure data related to basic school health. This data will be reported to PROVIDER in the form of RECIPIENT'S end of year school board report.

- c) Program Support: The RECIPIENT and/or designee under this Agreement shall make available to the PROVIDER, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist PROVIDER in the quality delivery of services:
 - a) Assure each school principal provides direct onsite administrative supervision (no supervision of medical/health services) of PROVIDER assigned staff.
 - b) School principals will provide input to PROVIDER School Health Nursing Coordinator, and they will jointly complete performance evaluations, coordinate and approve training, and complete discipline or award procedures, if applicable, for school nurses and clerical staff.
 - c) Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
 - d) Provide each clerical support person and School Health Services Nursing Coordinator with training and access to RECIPIENTS computer system to assist with data entry.
 - e) Provide list of staff to PROVIDER for each school that are certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year.
 - f) 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 per 1006.062 F.S.
 - g) Provide list of staff to PROVIDER for each school that are certified to provide medication administration, no later than 30 calendar days from the start of the school year.
 - h) Assure that appropriately trained school staff provides back-up coverage for the PROVIDERS nurses.
 - i) Understands that there must be cooperation among schools to provide nursing staff to conduct mass health screenings and to allow PROVIDER RNs at one school to support needs of PROVIDER LPNs at another school.
 - j) Understands that all PROVIDER staff must follow all protocols and procedures outlined in

the PROVIDER School Health Services Manual.

- k) Understands that all PROVIDER staff must attend periodic trainings and meetings as organized by PROVIDER.
 - l) On behalf of its school principals, reserves the right to request the replacement of any school nurse assigned to perform services under this Agreement who has not proved to be satisfactory or whose performance is inadequate with 30-school days notice to the PROVIDER. Career Service position discipline up to and including termination must follow State of Florida rules and regulations.
- d) 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.
5. Modification. This Agreement represents the full understanding of the parties and supercedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written 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 to work with the PROVIDER to resolve any such disputes. The PROVIDER hereby authorizes its County Health Department Director to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Director are unable to resolve the dispute, the matter shall be referred back to the RECIPIENT's Board for final resolution.
 7. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by registered mail, specifying the effective date of such 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 written notice 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. 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.

END OF TEXT

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

IN WITNESS THEREOF, the parties hereto have caused this 7 page AGREEMENT to be executed by their officials thereunto duly authorized.

Department of Health
Alachua County Health Department

The School Board of Alachua County,
Florida

Signed by: _____

Signed by: _____

Name: **JEAN MUNDEN, MPH**

Name: **JANIE S. WILLIAMS**

Administrator, Department of Health
Alachua County Health Department

Chairperson
School Board of Alachua County

Date

Date

Attest: W. Daniel Boyd, Jr.
Superintendent
School Board of Alachua County

DATE _____