

**Memorandum of Agreement
Between
The Florida Department of Health, Hernando County Health Department
And
The School Board of Hernando County**

This AGREEMENT is between THE FLORIDA DEPARTMENT OF HEALTH, HERNANDO COUNTY HEALTH DEPARTMENT, 7551 Forest Oaks Blvd. Spring Hill, Florida, hereinafter referred to as "HEALTH DEPARTMENT," and THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, 919 North Broad Street, Brooksville, Florida, and hereinafter referred to as "SCHOOL BOARD," the governmental agency with jurisdiction over all Hernando 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 2022-2023 school year. The term of this Agreement shall begin on the 1st day of July, 2022 and shall end on the 30th day of June, 2023.

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

- a) As funding permits, provide a professional Registered Nurse (RN), referred to as the School Health Coordinator, as defined in Florida Statutes 464.003(20), to conduct school health services oversight. Oversight shall be defined as monitoring the compliance with the School Health Services Plan as defined in Florida Statutes 381.0056(2)(e). Duties also include performing annual program reviews of all Hernando County Public schools and Hernando County Charter Schools and sharing the results with the principal of each school. Also, as funding permits, a second RN will be provided by the DOH. A minimum of 1 RN shall be provided.
- 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 Hernando County Health Department.
- d) The RN will provide training for SCHOOL BOARD RN's, who will create individual health care plans and emergency action health care plans for their assigned schools and will staff school health rooms as determined by SCHOOL BOARD. The HEALTH DEPARTMENT RN's, will assess and write health care plans for students in those schools without School Board Registered Nurses assigned to them. Currently, based on current RN staffing levels of both parties, HEALTH DEPARTMENT RNs and SCHOOL BOARD RNs are each assigned to write care plans for approximately half of the District schools. Significant staffing changes may require a collaborative adjustment of care plan responsibility for assigned schools, which is not intended to require a written amendment to this agreement.

HEALTH DEPARTMENT RNs write the care plans for the following schools:

DELTONA ELEMENTARY
J.D.FLOYD ELEMENTARY
FOX CHAPEL MIDDLE
F.W. SPRINGSTEAD

SPRING HILL ELEM
WESTSIDE ELEM
POWELL MIDDLE
WEEKIWACHEE HIGH

SUNCOAST ELEM
WINDING WATERS
NATURE COAST
GULF COAST MID

GULF COAST ELEM

SCHOOL BOARD RNs write the care plans for the following schools:

BROOKSVILLE ELEMENTARY	CHOCACHATTI ELEM	EASTSIDE ELEM
MOTON ELEMENTARY	PINEGROVE ELEM	CHALLENGER
EXPLORER	DS PARROTT	WEST HERNANDO
ENDEAVOR	CENTRAL	HERNANDO
BEST		

The care plans will be written for students with Type 1 Diabetes, Cystic Fibrosis, Anaphylaxis, severe Asthma and active Seizure disorders. The plans will also be written for students with acute or chronic health disorders as deemed appropriate by the Registered Nurse.

- e) Provide a minimum of four (4) hours of orientation and training to school health room staff and provide training for clinic substitutes. In addition, Early Release trainings will be provided by the HEALTH DEPARTMENT'S RN's.
- f) Assure that nurses employed by the HEALTH DEPARTMENT and assigned to work in schools, if any, work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- g) Assure that the nurses employed by the HEALTH DEPARTMENT and assigned responsibilities under this agreement have documented pediatric experience and growth and developmental training.
- h) Provide for scheduling and school assignments, if any, of nurses employed by the HEALTH DEPARTMENT.
- i) Assure that its nurses assigned to oversee health room functions, if any, under this agreement follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state, governing school and health records.
- j) Assure that its staff meets Level 2 background screening as required by s.1012.465, F.S. and pursuant to chapter 435, F.S.
- k) 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 and oversight nurse(s) and volunteers, as funding permits, for screening events. The SCHOOL BOARD will provide the school health personnel, other staff and volunteers to complete the screenings and, with the assistance of the HEALTH DEPARTMENT, will work to ensure the appropriate number of qualified personnel is available to conduct each screening session. The HEALTH DEPARTMENT and the SCHOOL BOARD NURSES will work together to schedule health screenings for each mandated grade. The HEALTH DEPARTMENT will oversee the

collection and calculation of health screening data to include using the Centers for Disease Control (CDC) website for Body Mass Index references. HEALTH DEPARTMENT will return all information to each individual school for School to distribute to provide parent notification. A summary report will be made available to each school principal. Health screenings will be completed by February 2023.

- b) 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 to school health room staff and substitutes.
- c) The HEALTH DEPARTMENT and the SCHOOL BOARD will update the School Health Plan and complete the Florida School Health Services Annual Report, assuring review and signature of appropriate parties.
- d) All employees of the SCHOOL BOARD who provide school health services to students will submit the required documentation to HEALTH DEPARTMENT within seven days of rendered services. The HEALTH DEPARTMENT will input the required data in the state's health management reporting system (HMS).
- e) The HEALTH DEPARTMENT and the SCHOOL BOARD will jointly coordinate, plan and conduct School Health Advisory Committee Meetings.
- f) All SCHOOL BOARD and HEALTH DEPARTMENT staff assigned responsibilities under this agreement must follow all protocols and procedures outlined in the Hernando County School Health Services Manual jointly developed by the parties.
- g) The HEALTH DEPARTMENT and SCHOOL BOARD RNs will create care plans and emergency care plans for students in their assigned school with chronic health needs after reviewing the child's health needs as outlined by his physician and in consultation with the parent. Currently, based on current RN staffing levels of both parties, HEALTH DEPARTMENT RNs and SCHOOL BOARD RNs are each assigned to write care plans and emergency care plans for approximately half of the District schools. Significant staffing changes may require a collaborative adjustment of care plan responsibility for assigned schools, which is not intended to require a written amendment to this agreement.

Health Department RNs currently write the care plans for the following schools

DELTONA ELEMENTARY	SPRING HILL ELEM	SUNCOAST ELEM
J.D.FLOYD ELEMENTARY	WESTSIDE ELEM	WINDING WATERS
FOX CHAPEL MIDDLE	POWELL MIDDLE	NATURE COAST
F.W. SPRINGSTEAD	WEEKIWACHEE HIGH	GULF COAST MID
GULF COAST ELEMENTARY		

SCHOOL BOARD RNs currently write the care plans for the following schools:

BROOKSVILLE ELEMENTARY	CHOCACHATTI ELEM	EASTSIDE ELEM
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ENDEAVOR	CENTRAL	HERNANDO
BEST		

- h) The HEALTH DEPARTMENT and SCHOOL BOARD RNs will perform child specific training for school district Licensed Practical Nurses (LPN) and or unlicensed assistant personnel (UAP) as needed/ required by Florida Statutes. For schools without a SCHOOL BOARD assigned RN, child specific training for unlicensed assistant personnel or LPN's will be provided by the HEALTH DEPARTMENT RN or RN from the School Board assigned to that school.
- i) Attend Individualized Education Plan (IEP) and 504 plan meetings. If an IEP or 504 is requested for a student with a medical diagnosis with potential for interference with the educational process, the school district will make arrangements for coverage by the SCHOOL BOARD or HEALTH DEPARTMENT RN assigned to that school.
- j) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will provide all other school health trainings as needed including blood borne pathogens, other health services meetings, bus driver trainings, etc.
- k) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will assess registration paperwork for health needs and immunizations compliance for new students. Registrars and health room staff will register with Florida Shots for electronic 680.

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

- a) Ensure that each school within the district has a minimum of one 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 to manage 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, to include AED (automated external defibrillator).
- 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. School clinic staff must also attend required "child specific" training when indicated for certain health conditions and disease management during the school day and school based activities.
- i) The SCHOOL BOARD may 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. 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) Provide for 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 Parties are 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.
- d) Modification. This Agreement may be modified from time to time 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.
- g) In the event funds to finance this agreement become unavailable, either party may terminate the contract upon no less than twenty-four hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Board, as to School Board, and the Hernando County Health Department Administrator, as to Department, shall be the final authority as to the availability of funds. In the event of terminations of this Agreement, the Department will be compensated for any work satisfactorily completed prior to notification of termination.
- h) **Mandatory Public Records Language for All District/School Service Contracts**
Public Records Compliance

Each party is an agency or subdivision of the State of Florida and as such are bound by Florida's public records laws, as are the contractors of each party. In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- (1) Keep and maintain public records required by the Hernando County School Board (HCSB) and the Florida Department of Health, Hernando County Health Department, in order to perform the services under this agreement;
- (2) Upon request from the HCSB's or the Department's custodian of public records, provide the HCSB or the Department as applicable with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the HCSB or to the Department, as applicable; and
- (4) Upon completion of the contract, transfer, at no cost, to the HCSB or the Department, as applicable, all public records in possession of the contractor or keep and maintain public records required by the HCSB or Department to perform the service. If the contractor transfers all public records to the HCSB or Department upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HCSB or the Department, as applicable, upon request from the HCSB's custodian of public records or the Department's custodian of public, as applicable, in a

format that is compatible with the information technology systems of the HCSB or the Department respectively.

5) Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB or the Department, as applicable may enforce the terms of this provision in the form of a court proceeding and this provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (FOR HCSB) AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, jordan_k@hcsb.k12.fl.us or (352) 797-7009, OR FOR THE HEALTH DEPARTMENT AT 7551 FOREST OAKS BLVD, SPRING HILL , FL. 34606, timothy.miller@flhealth.gov or 352-540-82141.

i) SCHOOL BOARD ADDENDUM. The School Board Addendum, executed contemporaneously with this agreement and attached as Attachment 1 hereto, contains additional language required by the Board and is intended by both parties to be incorporated by reference in this agreement and both parties intend to be bound thereby.

The contact persons for each party are as follows:

Florida Department of Health,
Hernando County Health Department
Robin Napier, Administrator
7551 Forest Oaks Blvd.
Spring Hill, FL 34606

School Board of Hernando County

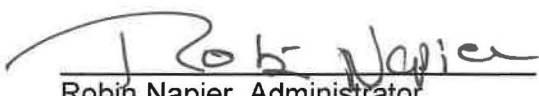
John Stratton, Superintendent
919 North Broad Street
Brooksville, FL 34601

As executed below:

Florida Department of Health,
Hernando County Health Department

School Board of Hernando County

Approved as to Form


Robin Napier, Administrator

John Stratton, Superintendent

Nancy McClain Alfonso

Date: 4/1/2022

Date: _____

General Counsel, HCSB