MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF HEALTH
AND
THE SUWANNEE COUNTY SCHOOL BOARD

For the Provision of School Health Services in Suwannee County

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, through its Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1740 Ohio Avenue South, Live Oak, Florida 32060.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:

   A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
   B) These health services will be provided in accordance with the 2022-2024 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.

2. **Term**. This Agreement shall begin on July 25, 2023 and shall end on June 30, 2024.

3. **Responsibilities of DOH-SUWANNEE**.

   A) **Delivery of Services**. The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:

      1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
      2. Provide programmatic and professional management for school health services.
      3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
      4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
      5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

SUWANNEE School Health Coordinator of the names of at least two school staff members designated to administer medications.

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2020-2022 and Suwannee School Health Services Plan 2022-2024.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

B) **Staff and Personnel**. The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under this Agreement:

1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.
2. Provide a full-time Registered Nurse (RN) to staff the nursing office in Branford High School. This Registered Nurse will be an employee of DOH-SUWANNEE.
3. Provide a Licensed Practical Nurse (LPN) or Health Support Aids in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Senior Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office.
4. In collaboration with the SCSB School Health Coordinator will provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes.
5. Complete level 2 background screening of all potential LPNs and Health Support Aides and background screening and drug screening of all potential RNs as required by sections 381.0059, and Chapter 435, Florida Statutes.
6. Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes.
7. Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.
8. Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.
9. Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.

C) **Finances.** DOH-SUWANNEE shall be responsible for the funding of salaries, fringe benefits, and in-kind expenses for DOH-SUWANNEE school health staff included in this Agreement, pending appropriation by the state legislature.

D) **Supervision and Evaluation**. DOH-SUWANNEE shall be responsible for the supervision of all DOH-SUWANNEE personnel assigned to provide services under this Agreement. Additionally, DOH-SUWANNEE shall be responsible for monitoring the quality of services to insure the highest standard of care is being provided.

E) **Confidentiality.** DOH-SUWANNEE shall only be entitled to receive records and information from the SCSB that can be lawfully made available to DOH-SUWANNEE, and in such event DOH-SUWANNEE 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 SCSB which is necessary for DOH-SUWANNEE to deliver the services required hereunder.

F) **Retention and Storage of Records**. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), SCSB shall hold title to Student Health Records maintained by DOH-SUWANNEE employees under the terms of this Agreement and such Student Health Records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of Student Health Records shall be the responsibility of the SCSB. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), SCSB shall disclose Student Health Records to DOH-SUWANNEE for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the Student Health Records by school personnel.

G) **Official Representative**. DOH-SUWANNEE shall be responsible for providing an official representative and contact person to conduct all communications with the SCSB and to be responsible for the ongoing administration of this agreement. DOH-SUWANNEE hereby designates the Senior Community Health Nursing Director as the official representative for the purposes of administering this agreement with the SCSB. The Senior Community Health Nursing Director will provide administrative oversight of DOH-SUWANNEE nurses funded to the School Health Program.

4. **Responsibilities of the SCSB**.

A) **Confidentiality.** The SCSB 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 shall assure that DOH-SUWANNEE staff has access to records and other information that is pertinent to the health management of the students.

B) **Monitoring and Evaluation.** The SCSB and/or its designee under this Agreement shall participate with the DOH-SUWANNEE 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.

C) **Program Support**. The SCSB and/or designee under this Agreement shall make available to the DOH-SUWANNEE, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist DOH-SUWANNEE in the quality delivery of services:

1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Senior Community Health Nursing Director.
3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
5. Understands that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.

D) **Official Representative**. The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.

5. **Modification**. This Agreement represents the full understanding of the parties and supersedes 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 SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.

7. **Termination Because of Lack of Funds**. In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement 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 Agreement 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 Agreement.

8. **Business Associate Agreement**. DOH-SUWANNEE is of the opinion that the SCSB is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter referred to as HIPAA). Under this Agreement, DOH-SUWANNEE may use or disclose protected health information (hereinafter referred to as PHI). Therefore DOH-SUWANNEE agrees:

    1. To keep PHI (as defined in HIPAA) confidential.
    2. To maintain security measures with the PHI that DOH-SUWANNEE creates, receives, maintains or sends on behalf of the School Board.
    3. To promptly report to the SCSB any unauthorized access, destruction, disclosure, modification, or use of the SCSB's PHI.
    4. To promise to disclose PHI to the patient if the type of information DOH-SUWANNEE has can be requested under HIPAA.
    5. To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. DOH-SUWANNEE's disclosure records will include the disclosure date, name and address of anyone who received the information, a description of the information given, and why that information was given out.
    6. To agree to open its disclosure records to federal regulators to check HIPAA compliance.
    7. To promise to disclose PHI only to the extent needed to complete work for the SCSB, because disclosure is required by law or DOH-SUWANNEE can reasonably believe that the person receiving the PHI will protect it and report any confidentiality breach.
    8. To promise if the Agreement with the SCSB ends, any PHI will be immediately returned or destroyed. If that is not possible, DOH-SUWANNEE agrees to keep protecting the information although its work for the SCSB is terminated.
    9. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times hereafter, DOH-SUWANNEE shall:
        a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DOH-SUWANNEE creates, receives, maintains, or transmits on behalf of SCSB as required by the Security Standards;
        b) Ensure that any agent, including a subcontractor, to whom DOH-SUWANNEE provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
        c) Report to SCSB any security incident of which it becomes aware;
        d) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

        "Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.

        "Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of

voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

10. **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.

11. **Public Entity Crime**. Pursuant to section 287.133, Florida Statutes, when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **Drug Free Workplace**. It is the policy of the Department of Health and the Suwannee County Health Department to promote the goal of drug-free workplaces in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act. The Department's Drug Free Workplace policy supplements section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and applicable federal regulations for required compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §81 et seq.).

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

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

State of Florida
Department of Health

Signed by: _____

Name: Kerry S. Waldron, MPA
Administrator
DOH-Suwannee

Date: 8-2-23

Suwannee County School Board

Signed by: _____

Name: Jerry Taylor
Chairperson
School Board of Suwannee County

Date: JUL 25 2023

_____
Ted Roush, Superintendent
School Board of Suwannee County

Date: 26 July 2023

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"