

**MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND THE DEPARTMENT OF HEALTH,
PALM BEACH COUNTY HEALTH DEPARTMENT
(Addendum to School Health Services Plan)**

This Agreement is made and entered into between the School Board of Palm Beach County ("Board") and the Department of Health, Palm Beach County Health Department ("Department") through their undersigned authorities.

WHEREAS, the School Board of Palm Beach County provides public education to over 165,000 students and is committed to excellence in education and preparation of all our students with the knowledge, skills, and ethics required for responsible citizenship and productive employment. The Department of Health, Palm Beach County Health Department has been statutorily required to protect the health of all citizens of Palm Beach County. Specifically, the Department has been given the responsibility to supervise the administration of the school health services program. Presently, the Department provides the nursing staff for the comprehensive schools, administers the immunizations required of all school age children, reviews school health entry and immunization forms, and monitors the entire school health program inclusive of the nurses provided by the Health Care District, Boca Community Hospital, and others.

The purpose of the School Health Program and the statutorily mandated cooperation between the Department and the School District is to ensure the student's health and well-being.

1. **Term and Termination**

The term of the Agreement shall commence on the date of execution and shall continue in effect through the period of the School Health Services Plan and shall automatically renew with each new plan. Changes to this Agreement shall be made with the written consent of both parties.

2. **Obligations of the School Board of Palm Beach County**

a. Provide adequate physical facilities inclusive of office space and equipment for the dispensing of school health services as outlined in the School Health Plan inclusive of immunizations as specified in §381.0056(7)(c), F.S.

b. Provide information to parents and guardians in writing that their children who are students in the district schools will receive the health services set forth in the School Health Services Plan.

3. **Obligations of Palm Beach County Health Department**

a. Will provide services as outlined in the School Health Services Plan inclusive of immunizations.

b. Provide monitoring of the entire school health program as required under §381.0056, F.S.

4. **Health Department's Representations and Warranties**

a. Department represents and warrants that it shall be fully responsible for obtaining all appropriate and necessary licensures, certificates, and conducting all background checks and background screenings as required by law.

b. Department represents and warrants that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.

c. Department represents and warrants that its policies and protocols for maintaining medical records and patient consents shall be in strict compliance with all local, federal, and state laws and regulations. Department shall be responsible for the disposal and treatment of hazardous and medical waste in accordance with all applicable laws.

d. Department represents and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing health services to students and to the community, including credentialing of all clinical personnel providing services and/or employed therein. Department represents and warrants that all Department's partners, joint venturers, employees, subcontractors, and/or Department shall provide its services and/or conduct its activities in accordance with any and all applicable federal, state and local laws or ordinances.

e. Department represents that all school health personnel have undergone level 2 screening in keeping with Florida Statute, 381.0059.

5. **Use of Board Facilities by Health Department**

a. Board agrees to make facilities available for use by Health Department at no cost to Department. Department shall coordinate the exact time, location and facility use with the

School Principal. Department's use shall be in accordance with Board Policy and State and Federal Law.

b. Department agrees to provide supervision of its activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned. Department agrees to provide supervision and management of its employees and agents assigned to a Board site. All requirements of the Board related to background checks, drug screening, and work rules shall be applicable to any person working or delivering services on a Board site. To the extent that transportation is involved, drivers will meet applicable certification requirements.

6. **Dispute Resolution**

In the event an issue arises which cannot be resolved between the Board and the Department regarding the use or availability of a Facility or the implementation, supervision or conduct of an approved service or program, the dispute shall be referred to the Board's Chief Academic Officer and the CEO of the Health Department who shall both make a good faith effort to resolve the dispute.

7. **Indemnification**

The Board and Health Department acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and Health Department agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

8. **License**

Notwithstanding any provision of this Agreement to the contrary, the use of the Board Facilities or the delivery of services or programs by Health Department shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever.

9. **Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Addendum**

This Agreement will become an addendum to the School Health Services Plan and be renewed at the time of renewal of the Plan.

School Board of Palm Beach County

Palm Beach County Health Dept.

By: _____
Thomas E. Lynch
Chairman

By: _____
Jean M. Malecki, M.D., MPH, FACPM
Director

Date: _____

Date: _____

By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Date: _____

"Reviewed & Approved As To
Legal Form and Sufficiency"

Timothy Hood 10/05/05

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

| | Comments |
|---|----------|
| Consistent with School Board Policy | √ |
| Consistent with Florida, federal and local laws | √ |

Contract Terms:

| | Comments |
|--|--|
| Term (Duration of Contract) | Through the 2006 school year |
| Termination Clause | None |
| Insurance /Liability Issues/ Indemnification | Risk Management should review and approve all insurance clauses. |
| Regulatory issues | None |
| Confidentiality Provision | None |
| Warranties | None |
| Labor Issues | The Labor Relations Department should review any issues. |
| Disclaimers | None |
| Governing Law & Venue | Florida; Palm Beach County |

Business Principles:

| | Comments |
|---|----------|
| Sound Business Principles | |
| Reasonableness of Fees | N/A |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | N/A |

Other Issues:

| | Comments |
|-----------------------------------|----------|
| Conflict of Interest Disclosures | None |
| Non-Negotiable Issues | None |
| Miscellaneous Issues | None |
| Appropriate Departmental Sign-off | Yes |

Special Considerations: Health Department conducts level 2 screenings for school health personnel in accordance with Section 381.0059, Florida Statutes. (Fingerprinting will not be conducted by the School District.)

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

Kimberly Hall 9/15/05
 By: Attorney (Name and Date)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. DO NOT use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 09 / 12 / 2005 Number of Copies Submitted 1

Name of Document MOA between School Board and Department of Health, Palm Beach County Health Department

School/Department Submitting Supplemental Educational Services

Contact Person Lashandra Span Telephone (561) 434 - 8791 PX 48791

Date Required 09 / 14 / 2005 (DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document? [X] Yes [] No

If any changes, are they marked? yes, changed number of students enrolled in district on page 1 of 4

Is substance of document acceptable to your Assistant Superintendent or Director? [X] Yes [] No

Are permits required? [] Yes [X] No

Have required permits been obtained? [] Yes [] No [X] N/A

Do you wish to pick up document? [X] Yes [] No Pony? [] Yes [] No

Comments:

RECEIVED

SEP 12 2005

BY LEGAL SERVICES

SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

DATE

Attorney Assigned

[Handwritten signature]

Date of completion by Attorney

1 / 1