

Memorandum of Understanding

Between

Pinellas County Health Department

and

School Board of Pinellas County, Florida

This Memorandum of Understanding ("MOU") is entered into this 24th day of March, 2009, between the Pinellas County Health Department ("Provider"), whose main office is located at 205 Dr. Martin Luther King Jr. Street North, St. Petersburg, Florida 33701, and the School Board of Pinellas County, Florida ("School Board"), located at 301 Fourth St. SW, Largo, Florida 33779, for the provision of certain health services by Provider in a health clinic located on School Board property.

I. Scope of Services

School Board Responsibilities:

- A.** Provide use of health clinic space and use of clinic equipment existing as of March 24, 2009, at Meadowlawn Middle School located at 6050 16th Street North, St. Petersburg, Florida ("Clinic Site").
- B.** Provide appropriate student referrals to the school-based clinic located at Meadowlawn Middle School.

Provider Responsibilities:

- A.** Provide one full-time FTE Health Support Technician (HST) or Certified Nursing Assistant (CNA), one half-time FTE Registered Nurse (R.N.), one part-time Advance Registered Nurse Practitioner, and one part-time Pediatrician to provide medical services at the Clinic Site, as well as all supplies and equipment not located at Clinic Site as of March 24, 2009, necessary to operate the Clinic Site.
- B.** Provide basic school health services which include but are not limited to: health screenings, health appraisals, health counseling, health education, medication assistance, conducting record reviews, and documenting services, referrals and outcomes. See s. 381.0056(5)(a), F.S.
- C.** With prior parent/guardian written permission, provide physical exams, communicable disease screening, diagnosis and treatment, pregnancy testing, screening, diagnosis and treatment of minor and acute illness or injury, monitoring of chronic conditions, immunizations, and limited laboratory and pharmacy services. The consent of the parents or guardians of a minor is not a prerequisite for an examination or treatment of a sexually transmissible disease. See s. 384.30, F.S.

- D. Provider staff will provide consultation with a student's parent or guardian regarding the need for health attention by the family physician, dentist, or other specialist when definitive diagnosis or treatment is indicated. See s. 381.0056(5)(a)15., F.S.
- E. Provider will follow legal requirements and industry retention standards in the storing of documents, files, and any other records created or received as a result of the services provided hereunder. Provider uses the General Records Schedule for Florida State and Local Governments (GS1-SL) and the General Records Schedule for Public Hospitals, Health Care Facilities and Medical Providers (GS4).

II. Term and Extension

The term of this MOU shall begin on the date it is executed by the second party to execute the MOU and shall expire on June 30, 2010. The parties may agree to extend this MOU on terms agreeable at the time of extension.

III. Termination

This MOU may be terminated by either party upon providing the other with thirty (30) days written notice to the address contained above.

IV. Provider Staff Background Screening

- A. Provider shall ensure its staff members entering the Clinic Site have successfully passed a level 2 background screening in accordance with sections 110.1127 and 435.04, F.S. Further, in accordance with law, Provider shall ensure that the same staff will be re-screened every five years. Provider will be responsible for the cost of all background screenings.
- B. With the permission of School Board or designee, persons other than Provider staff, such as nursing students, medical students, and medical residents and interns, may assist Provider staff at the Clinic Site. However, all such persons must comply with the School Board volunteer screening process before entering the Clinic Site.

V. Drug-Free Workplace

As applicable, Provider will comply with the Drug-free Workplace Act, sections 440.101, et seq., F.S.

VI. Liability Insurance

Provider is a state agency or subdivision as defined by section 768.28, F.S. and Provider accepts responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider, the School Board, and the students to be served. Upon execution of this MOU, Provider will furnish the School Board written evidence of such

insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

VII. Liability

The parties agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment or agency and agree to be liable for any damages proximately caused thereby; provided, however, that the parties liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

IN WITNESS WHEREOF, the Pinellas County Health Department and the School Board of Pinellas County, Florida, have executed this Memorandum of Understanding on the date first noted above.

Pinellas County Health Department

Claude M. Dharamraj, M.D., M.P.H., F.A.A.P.
Director, Pinellas County Health Department

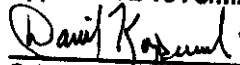
School Board of Pinellas County, Florida

Peggy L. O'Shea
Chairperson

ATTEST:

Julie M. Janssen, Ed.D.
Superintendent

Approved As To Form:



School Board Attorneys Office