

**Memorandum of Understanding
between
Pinellas County Health Department
and
School Board of Pinellas County, Florida**

This Memorandum of Understanding ("MOU") is entered into between the **Pinellas County Health Department** ("Department") located at 205 Dr. Martin Luther King Street North, St. Petersburg, Florida 33701 and the **School Board of Pinellas County, Florida** ("School Board"), located at 301 Fourth Street SW, Largo, Florida 33770.

I. Scope of Service

School Board will provide:

- A. Clinic space at the following school sites:
- Gibbs High School: 1100 34th Street South, St. Petersburg, Pinellas County, FL
 - Northeast High School: 5500 16th Street North, St. Petersburg, Pinellas County, FL
 - Boca Ciega High School: 924 58th St. S. Gulfport, Pinellas County, FL
 - Pinellas Park High School: 6305 118th Ave. N, Largo, Pinellas County, FL
- B. Referrals for medical and mental health services to the school based clinics listed above.

Department will:

- A. Coordinate with the School Board as it provides construction of health clinic space at Pinellas Park High School, installation of computer lines, clinic and office furniture as of date of signed MOU. The space will need to comply with ADA and School Health rule requirements.
- B. Provide a multidisciplinary team at each clinic to include, but not limited to, Advanced Registered Nurse Practitioner (ARNP) or Pediatrician (MD), a Licensed Clinical Social Worker (LCSW), a Nurse, and a Clerical or a Health Support Technician (HST), to provide medical services at the Clinic Sites, and all supplies and equipment not located at Clinic Site as of date of signed MOU, necessary to operate the Clinic Site, based on the availability of funding.
- C. Provide all medical supplies and equipment deemed necessary by the Department for the daily operation of the Clinic Site, based on the availability of funding.
- D. Provide basic school health services, which include, but are not limited to: 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.
- E. With written permission of the parent/guardian, or student if 18 years of age or older, provide clinical services which include, but are not limited to: physical

exams, immunizations, nutrition counseling, mental health and social service assessment, treatment or appropriate referrals, management of chronic health problems, diagnosis and treatment including the prescribing of medication for minor and acute problems, communicable disease screening, diagnosis and treatment, pregnancy testing, screening, diagnosis and treatment of minor and acute illness or injury, case management and limited laboratory and pharmacy services.

- F. Follow industry retention standards in the storing of records/documents/files. The Department uses the General Records Schedule for Florida State and Local Governments (GSI-SL) and the General Records Schedule for Public Hospitals, Health Care Facilities and Medical Providers (GS4). Patient records will be retained for seven years after the last entry. A medical record is considered eligible for storage if there has been no client activity for two years. The Department is transitioning to use a certified electronic health record for clinical visits. The Department stores medical records with Certified Records Management. An off-site storage company will retrieve and deliver records within 24-48 hours of request.

II. Term and Extension

The term of this MOU shall be from date signed through June 30, 2016, or earlier if terminated hereunder. The MOU may be renewed by both parties, upon the same terms contained herein and/or any modifications, additions, or deletions that the parties may agree to at the time of renewal.

III. Termination

This MOU may be terminated by either party without cause by giving thirty (30) days written notice to the other party.

IV. Provider Staff Background Check

- A. Department staff will be background screened to a level 2 standard in accordance with Sections 110.1127 and 435.04, F.S. Initial screening includes fingerprinting checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Re-screening will require correspondence checks through FDLE every five years. The School Board shall bear no costs for the background screenings.
- B. With the permission of School Board or designee, persons other than Provider staff, such as nursing students, ARNP 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, the Department will comply with the Drug-Free Workplace Act, section 440.101, F.S.

VI. Liability Insurance

The Department is a state agency or subdivision as defined by section 768.28, F.S., and the Department accepts responsibility for identifying and determining the types(s) and extent of liability insurance necessary to provide reasonable financial protections for the Department, School Board, and the students to be served. Upon execution of this MOU, the Department will furnish the School Board written verification supporting existence 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 and agree to be liable for any damages proximately caused thereby; provided, however, that the parties' liability is subject to 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.

Pinellas County Health Department

Claude M. Dharamraj, M.D., M.P.H., F.A.A.P.
Director
Date: _____

School Board of Pinellas County

Carol J. Cook
Chairperson
Date: _____

ATTEST: _____
Michael A. Grego, Ed. D.
Superintendent
Date: _____

Approved As To Form:



School Board Attorneys Office