

COPY

**School Board of Sarasota County
Sarasota County Health Department
Contract**

This Agreement is made and entered into this 10th day of December 2002, by and between the School Board of Sarasota County, Florida a body corporate under the laws of the State of Florida ("School Board") and the State of Florida, Department of Health, Sarasota County Health Department ("SCHD").

In consideration of the mutual promises and covenants herein contained, the School Board and SCHD hereby agree as follows:

I. The SCHD agrees:

- A. To provide Senior Community Health Nurses in each public, non-ESE centered high school. See attached job description.
- B. Shall comply with all applicable laws, regulations, rules and ordinances of the federal government, state, county, local agency, or government, including but not limited to, licensure requirements and continuing education requirements.
- C. Shall provide the Board quarterly financial statements during the period of this Agreement with requests for payment in accordance with Section II, paragraph B below.
- D. SCHD, as a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortuous acts which result in claims or suits against the School Board, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed to be a waiver of sovereign immunity by SCHD to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. SCHD agrees that it is an independent contractor of the School Board and not agent or employee of Sarasota County School Board.
- E. Shall ensure that its employees assigned hereunder have been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The results of all such background investigation and fingerprinting will be reported in writing to the School Board's Superintendent of Schools.

II. The School Board agrees:

- A. To pay SCHD the sum of seventy thousand (\$70,000.00) dollars in exchange for the services provided herein.
- B. Shall remit, upon receipt of required financial statements and requests for payment, total compensation not to exceed \$70,000.00 for the period from January 1, 2003 to

December 30, 2003. The total compensation shall be payable in four installment payments due on March 30, June 30, September 30, and December 30, 2003 as pursuant to invoices submitted.

III. **Both Parties agree:**

- A. That the SCHD is an independent contractor and neither it nor any of its supervisors, employees, aides, or any other persons utilized by the SCHD in providing the Services under this Agreement shall be deemed an employee, servant, or agent of the School Board.
- B. The parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State laws, rules and regulations, and both Parties' policies pertinent to the right of privacy of parents, guardians, and students.
- C. The Parties shall each consent to all notices, informational pamphlets, press releases, research reports, and other similar public notices prior to publication and release.
- D. The respective personnel of each Party shall communicate and exchange appropriate client information in a manner consistent with Florida Statutes, Department of Health rules, School Board rules, and professional regulations.
- E. Any alterations, variations, modifications, or waivers of this Agreement shall only be valid when they have been placed in writing, signed, and attached to this Agreement. Both parties agree to renegotiate this Agreement if Federal or State revision of any applicable laws or regulations should occur. This Agreement may be amended at any time, in writing, by mutual notice and approval of both parties.
- F. Both Parties shall comply with the provisions of Titles VI and VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.
- G. This Agreement contains all terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- H. This Agreement shall commence January 1, 2003 or on the date the Agreement has been signed by both parties, whichever is later, and continue from year to year unless terminated in writing by either party at the close of a school year.
- I. Any notice given pursuant to this Agreement shall be made as follows:

The School Board:
The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231

The SCHD:
Sarasota County Health Department
P.O. Box 2658
Sarasota, FL 34230

J. The sole and exclusive jurisdiction over any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

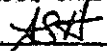
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

THE SARASOTA COUNTY HEALTH
DEPARTMENT

By: 
Frank Kovach, Chairman

By: 
William Little, Administrator

DOCUMENT APPROVED FOR LEGAL CONTENT
12/3 2002, BY
A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, GRAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
SIGN: 

STATE OF FLORIDA
DEPARTMENT OF HEALTH

POSITION NUMBER _____



CAREER SERVICE SYSTEM
POSITION DESCRIPTION

| PERSONNEL OFFICE USE ONLY | | | |
|---------------------------|---------------------|----------------|------------------|
| Class Code | Type of Transaction | Effective Date | Approved By/Date |
| Class Title | | | |

| | | 5. | Class Code | Class Title |
|-------------------------|---|-------------------|------------|---------------------------------|
| 1. Division | Sarasota County Health Department | P R E S. | 5325 | Sr. Community Health Nurse |
| 2. Bureau | Epidemiology and Communicable Disease Control | | | |
| 3. Section / Subsection | Communicable Disease | P R O | | High School Partnership Program |

6. Duties and Responsibilities

% of time for each

The person in this position functions at an advanced level of public health nursing in a large county health department. This individual works in a high school health program under the supervision of a Senior Community Health Nursing Supervisor.

Selected immunizations are a required prerequisite for this position (MMWR Vol.46 / No. RR-18). Periodic screening for Tuberculosis is also required. This job may involve risk of exposure to Tuberculosis and/or bloodborne pathogens and requires access to transportation.

60%

- I. Provides and coordinates generalized school health services at assigned high school according to the local School Health Services Plan, established protocols, and supervisor's instructions.
 - A. Demonstrates an in-depth knowledge of the health needs, both physical and emotional, of the high-school aged youth as evidenced by the ability to deliver health promotion education, disease prevention education and health protection services.
 - B. Ensures that no student will be admitted or attend any public or non-public school without proper documentation of the following:
 1. Certification of Immunization or Certificate of Immunization Exemption.
 2. Health examination within the past twelve months for all students entering Florida schools for the first time.
 3. Performs record reviews as required.
 - C. Manages health care issues of high school youth concerning actual or potential health problems which include but are not limited to:
 1. Nursing Assessments and triage including rapid assessment of acute physical problems.
 2. First aid and emergency treatment.
 3. Vision, hearing, scoliosis, and growth and development screenings.
 4. Obesity and nutritional counseling.
 - D. Acts as liaison in communication of health-related problems (within the limits of client confidentiality) between parents and students to form a collaborative effort to meet the needs of the child.
 - E. Provides health education to families, assists indigent families in obtaining health care for students, refers for services when appropriate with timely follow-up.
 - F. Ensures the establishment of a Cumulative School Health Record on each student with documentation of health problems identified and corrective measures taken. Completes a separate professional treatment record to be used to document the provision of confidential health services by health care professionals and paraprofessionals.
 - G. Assists in development of list of high risk students with complex medical issues; develops appropriate nursing care plans for all students with medical concerns (including pregnancy) with a plan for the emergency health management of these students.
 - H. Acts as a resource person/nursing consultant (within the limits of SCHD policies) and provides health information for health room aides, teachers, and other school staff. Participates as a member of the school study team and school assistance team to facilitate student referrals for service.

Attach additional sheets if necessary to describe the position

- H. Assists in developing a procedure for administration of medications during school hours. Monitors staff designated by the principal to administer medications, provides education as needed to students permitted by physician and parent to self-administer medications. Takes and implements physician orders via telephone as required.

35%

II.

Manages and coordinates special projects related to School Health as outlined in the local School Health Services Plan, established protocols, and supervisor's instructions.

A. Nursing counseling on topics including but not limited to:

1. Substance abuse (drug and alcohol) education and treatment referral.
2. Smoking cessation.
3. Domestic violence prevention.
4. Communicable disease prevention including sexually transmitted disease.
5. Pregnancy prevention.
6. Violence prevention, identification of bullying behavior.
7. Suicide prevention with appropriate intervention referrals.
8. Life-style issues with elimination of risk-taking behaviors.
9. Identification of health issues, need for early intervention, and ability to be own "health advocates".

B. Provide a teen-friendly approach to student's medical and emotional needs while advising in a professional and organized manner.

C. Collaborates with school and community support services in order to facilitate the oversight of student health and improve the health outcomes of students:

1. Serves as member of appropriate community and school committees.
2. Coordinates with Healthy Start to ensure timely and adequate provision of services to pregnant students.

5%

III.

Performs other related duties as assigned per supervisor's instructions with adjustable scheduling.

- A. Participates in SCHD clinics as assigned.
- B. Attends and participates in staff development and in-service education programs.
- C. Maintains current CPR certification for health professionals.