

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 26, 2017 AGENDA ITEM NUMBER: 5

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION FOR COMPREHENSIVE SCHOOL PUBLIC HEALTH NURSING SERVICES FOR MEDICALLY FRAGILE AND SPECIAL NEEDS CHILDREN (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr.* DATE: October 25, 2017
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE
WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION FOR
COMPREHENSIVE SCHOOL PUBLIC HEALTH NURSING SERVICES FOR
MEDICALLY FRAGILE AND SPECIAL NEEDS CHILDREN
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Department of Public Health, and The Winston-Salem/Forsyth County Board of Education for the provision of comprehensive school public health nursing services for medically fragile and special needs students at The Children's Center, The Special Children's School, Petree Elementary School, Lowrance Middle School, and Carter High School is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the revenue agreement in the total amount up to \$367,237.00, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2018-0224-00)

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute amendments to this agreement as necessary, on behalf of Forsyth County, to continue these services during the current fiscal year, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and The Winston-Salem/Forsyth County Board of Education is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 26th day of October 2017.

**NORTH CAROLINA
AGREEMENT
FORSYTH COUNTY**

THIS AGREEMENT made and entered this the first day of July, 2017, by and between the WINSTON-SALEM/FORSYTH COUNTY Board of Education, hereinafter referred to as "SCHOOL SYSTEM" and the FORSYTH COUNTY on behalf of its DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as the "DEPARTMENT OF PUBLIC HEALTH";

WITNESSETH

THAT WHEREAS the SCHOOL SYSTEM has identified a need for comprehensive school nursing services for the medically fragile students in the Programs and Services for Children with Special Needs, and

WHEREAS, it is to the SCHOOL SYSTEM'S interest, the community's benefit and the enhancement of the student's health care status for the SCHOOL SYSTEM to contract for nursing services for medically fragile students as herein specified; and

WHEREAS, the DEPARTMENT OF PUBLIC HEALTH is prepared to and legally authorized to provide nursing services as stated herein:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

- 1. The DEPARTMENT OF PUBLIC HEALTH agrees to provide comprehensive nursing services to medically fragile students with special needs at The Children's Center, The Special Children's School, Petree Elementary School, Lowrance Middle School, and Carter High School. Nursing services may include the following components:**
 - a) Nursing assessment of all the students**
 - b) Obtaining of pertinent medical information for all students**
 - c) Developing a Health Care Plan for the student in collaboration with the family, student, and physician**
 - d) Administering and/or monitoring medications as ordered by student's physician**

- e) **Monitoring and/or providing treatments for all students as ordered by student's physician; including oversight and support of teacher assistants in the performance of duties**
 - f) **Planning and supervising the health screening activities**
 - g) **Drafting and recommending appropriate health procedures to be put in place**
 - h) **Providing and/or arranging in service education for school personnel in first aid, emergency care, specific treatment procedures, and any other health related areas**
 - i) **Serving as a resource person and as a liaison between school, public health, private physician, and the home**
 - j) **Consultation with Individualized Education Plan(IEP) Committee when the special health needs of a student are to be considered or addressed in the development of the student's IEP**
 - k) **Establishing a reporting and recording system**
 - l) **Regularly input data in a timely manner into the School System's database that documents services administered and evaluations conducted by the DEPARTMENT OF PUBLIC HEALTH for all students**
2. **The nurses will be under the direction and supervision of the FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH Nursing Program Manager or her designee. The DEPARTMENT OF PUBLIC HEALTH will conduct periodic evaluation of the quality of the comprehensive nursing services.**
3. **For comprehensive nursing services performed pursuant to this agreement, the SCHOOL SYSTEM agrees to pay the DEPARTMENT OF PUBLIC HEALTH as follows:**
- a) **Services will be provided at The Children's Center by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$44.65 (includes fringe) for a total not to exceed \$78,591.00.**
 - b) **One Public Health Nurse will also provide services for the ESY program at specified locations, as mutually agreed by the parties designated representatives for up to five (5) weeks (20 hours per week) and two (2) full days (16 hours) of orientation at an hourly salary not to exceed \$44.65 (includes fringe) for a total not to exceed \$5,179.00 .**
 - c) **Services will be provided at The Special Children's School by a Public Health Nurse II , employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$39.33 (includes fringe) for a total not to exceed \$69,223.00.**

- d) Services will be provided at Lowrance Middle School by a Public Health Nurse III, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$43.11 (includes fringe) for a total not to exceed \$75,873.00.
 - e) Services will be provided at Carter High School by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$40.39 (includes fringe) for a total not to exceed \$71,086.00.
 - f) Services will be provided at Petree Elementary School by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$38.23 (includes fringe) for a total not to exceed \$67,285.00.
 - g) These are reasonable charges for providing the comprehensive nursing services herein and which are consistent with the plan recommended by the local Health Director and approved by the local Board of Health and the Forsyth County Board of Commissioners.
 - h) Payment will be made quarterly in four installments to become due after receiving the invoice of actual expense from the County Finance Department at the end of each quarter.
4. The nurses will adhere to the Board of Education's policy, #5125 – Privacy of Student Records.
 5. The School System Administrators responsible for the Programs and Services for Children with Special Needs and the Public Health Director and Nursing Program Manager will conduct an annual review and evaluation of this agreement.
 6. The School System acknowledges that the public health nurse will be available to assist the county health department in the event of a public health emergency, in the event of a communicable disease outbreak, and when staffing of mass immunization clinics is required.
 7. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances. Forsyth County will conduct such annual registry reviews for the period July 01, 2017 through June 30, 2018 using a county designated resource for such reviews. These reviews will be carried out for all nurses providing school health services.
 8. For each school, the assigned nurse shall work 8 hours for each regularly scheduled school day, based on the approved calendar for the school system. The nurse shall be present for the time between the opening and closing bells, in addition to such time before or after school to complete the 8-hour daily schedule. No later than August 1, 2017 the School System and the County shall confer in order to determine the daily schedule for each nurse at each school.

9. This agreement shall continue and be binding upon the parties hereto for the period beginning July 1, 2017 and ending June 30, 2018.
10. It is understood and agreed that this agreement may be amended by mutual agreement of the parties if at any time the need arises to add to, to reduce, or to change significantly the type or level of services provided.
11. The County hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § 147-86.58, nor will the County utilize on this agreement any subcontractor on such list."

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first written above.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By:

Dana Caudill Jones

Date:

8-22-17

FORSYTH COUNTY
DEPARTMENT OF PUBLIC HEALTH

By:

Marlon B. Hunter
Marlon B. Hunter, BSEH, MAOM

Date:

9/25/17

DIVISION DIRECTOR FOR ECS
FORSYTH COUNTY SCHOOLS

By:

Daniel D. Demery

Date:

6/26/17

FORSYTH COUNTY

By:

Dudley Watts, Jr.
County Manager

Date: