

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 12, 2013

AGENDA ITEM NUMBER: 11

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

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:-** Recommend Approval

**SUMMARY OF INFORMATION:-**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley Atkins, Jr.*

COUNTY MANAGER

DATE: August 8, 2013

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

**BE IT RESOLVED** by the Board of Commissioners of Forsyth County that the attached interlocal agreement between Forsyth County, on behalf of its Public Health Department, and The Winston-Salem/Forsyth County Board of Education, for the provision of public health nursing service needs of the school system, during the term July 1, 2013 through June 30, 2014, 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 agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2014-0087-00)

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute amendments to this agreement as necessary to continue these services during the current fiscal year, subject to a pre-audit certificate thereon by the Chief Financial Officer, if 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 Board of Commissioners of Forsyth County.

Adopted this the 12<sup>th</sup> day of August 2013.

NORTH CAROLINA )  
 )  
FORSYTH COUNTY )

AGREEMENT

THIS AGREEMENT made and entered this the First day of July, 2013, by and between the WINSTON-SALEM/FORSYTH COUNTY (Schools) 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

WHEREAS the parties here to agree that it is in the best interests of both governmental agencies to have a clear understanding of the public health nursing service needs of the School System, the public health nursing services to be provided by the Department of Public Health to meet those needs, and the support for these services by the School System, they have therefore entered into this agreement the date and year first written above.

A. DESCRIPTION OF PUBLIC HEALTH NURSING SERVICES TO BE PROVIDED BY THE DEPARTMENT OF PUBLIC HEALTH TO THE SCHOOL SYSTEM:

1. Consultation with respect to and review of immunization records as required by N.C.G.S. 130A-152, et seq. including follow up of students out of compliance;
2. Consultation regarding communicable disease control and students with suspected health problems;
3. Provide assessment, care planning instruction and ongoing supervision and evaluation of students with special health care service needs;
4. Consultation with Individualized Education Plan Committees (IEP) when the health of a Child with Special Needs is to be considered or addressed in the development of the student's IEP;
5. Consultation and/or policy development training, referral and follow up for students with health problems or suspected health problems;
6. Consultation with respect to the Board of Education's Policy on Student Health Care, No 5141, and procedures for the implementation of the Policy and the periodic review of student medication logs for compliance with the Board's Policy;

7. Vision and hearing screenings for kindergarten students who do not have these screenings documented on the KHA, vision and hearing screenings for students being evaluated or re-evaluated for certification, placement or services as a Child with a Disability as defined by N.C.G.S. 115C-106.3 which screening shall be conducted in a timely manner as required by federal and state regulations governing Programs and Services for Children with a Disability;
8. Provide vision screening with the help of trained volunteers in grades one (1), three (3), five (5) and seven (7). Re-screen, refer and follow up all students failing vision screening. Provide vision screening, referral and follow up for any student referred by teacher, parent or self referral;
9. Consultation, referral and follow up services for students who are pregnant or suspect pregnancy;
10. Consultation with school personnel with respect to handling emergencies, environmental hazards and accident prevention;
11. Assist with Family Life education classes with respect to the Board of Education's Policy No. 6140 on Family Life Education and on request offer presentations on various health topics.
12. Will adhere to the Board of Education's policy, # 5125 - Privacy of Student Records.

B. AGREEMENT OF THE SCHOOL SYSTEM IN REGARD TO PUBLIC HEALTH NURSES IN THE SCHOOL SYSTEM;

1. The School System acknowledges and agrees that the Department of Public Health is recognized as a provider of school health nursing services for the Winston-Salem/Forsyth County School System;
2. In schools where there is a CFST assigned, the nurse on the team will provide school health nursing services for the entire school.
3. The School System will provide data from schools, where there is a CFST nurse assigned, to the Department of Public Health by January 1, 2014 and June 1, 2014 for inclusion in the "North Carolina School Report For Public Schools" and Prevent Blindness reports. Pregnancy statistics must be submitted by June 1<sup>st</sup>, 2014.

4. During March of each year beginning in 1992, representatives of the Department of Public Health and the School System will meet together to evaluate the adequacy of the level of school nursing services, and present to the Board of Education and the Board of Health recommendations for any changes and additional funding;
5. The School System will provide an appropriately equipped room for the public health nurse when she is working at her designated school;
6. The School System will cooperate as is reasonable and necessary in the provision of the services described above in Section A (1) through A (12);
7. The School System authorizes all acts of the public health nurses in furtherance of the activities and services described above in Section A(1) through A(12);
8. 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.
9. The Winston-Salem/Forsyth County (Schools) Board of Education, referred to herein as the "School System," and the undersigned signatory on its behalf, represent to the Department of Public Health that it has the authority to enter into this agreement on behalf of the Winston-Salem/Forsyth County (Schools) Board of Education;

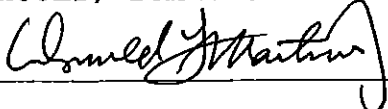
C. TERM OF AGREEMENT - See attachment A attached hereto and incorporated herein by reference

D. AMENDMENT OF AGREEMENT

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.

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

WINSTON-SALEM/FORSYTH COUNTY  
(SCHOOLS) BOARD OF EDUCATION

By: 

FORSYTH COUNTY DEPARTMENT  
OF PUBLIC HEALTH

By: 

Donald L. Martin, Jr.  
Superintendent

Date: 6/12/13

Marlon B. Hunter, BSEH, MAOM  
Health Director

Date: 6.24.13

FORSYTH COUNTY

By: \_\_\_\_\_

Dudley Watts, Jr.  
County Manager

Date: \_\_\_\_\_

Approved as to form and legality  
this 5 day of June 2013  
By [Signature]  
School Attorney

**ATTACHMENT A**

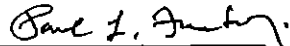
The term of this Agreement shall be from July 1, 2013 through and including June 30, 2014; provided, however, that this Agreement will automatically renew for additional one-year periods unless written notice of intent to cancel is given at least 30 days prior to the expiration of the then-current period.

It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/8/2013

Date

  
Director of Finance