

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 22, 2014 AGENDA ITEM NUMBER: 7

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: September 17, 2014
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 \$323,823.00, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the 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 #2015-0135-00)

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 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 Board of Commissioners of Forsyth County.

Adopted this the 22nd day of September 2014.

THIS AGREEMENT made and entered this the first day of July, 2014, 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 the students
 - b) Obtaining of pertinent medical information
 - 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 as ordered by student's physician
 - 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 inservice 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
2. The nurses will be under the direction and supervision of the FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH Director of Nursing 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 \$40.60 (includes fringe) for a total not to exceed \$71,474.00
 - b) 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 \$34.61 (includes fringe). The Public Health Nurse will also provide services for the ESY program at Carter High School for four (4) weeks (20 hours per week) and one (1) full day (8 hours) of orientation at an hourly salary of \$34.61 (includes fringe) for a total not to exceed \$63,977.00.

- c) 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 \$38.08 (includes fringe) for a total not to exceed \$67,038.
 - d) 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 \$36.00 (includes fringe) for a total not to exceed \$63,377.00.
 - e) 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 \$32.93 (includes fringe) for a total not to exceed \$57,957.00.
 - f) 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.
 - g) 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 Director 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.

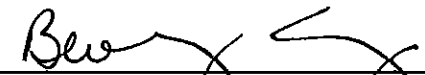
7. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed 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, 2014 through June 30, 2015 using a county designated resource for such reviews. These reviews will be carried out for all nurses providing school health services.

8. This agreement shall continue and be binding upon the parties hereto for the period beginning July 1, 2014 and ending June 30, 2015.

9. 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.

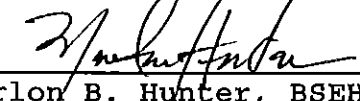
IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first written above.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By: 

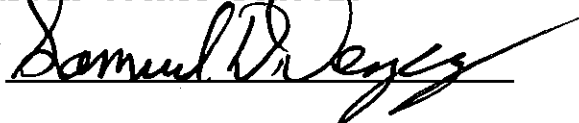
Date: 6/27/14

FORSYTH COUNTY
DEPARTMENT OF PUBLIC HEALTH

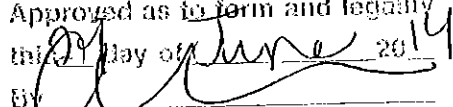
By: 
Marlon B. Hunter, BSEH, MAOM

Date: 7/15/14

DIVISION DIRECTOR FOR ECS
FORSYTH COUNTY SCHOOLS

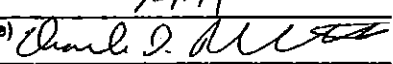
By: 

Date: _____

Approved as to form and legality
this 27 day of June 2014
By: 

FORSYTH COUNTY

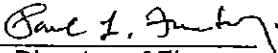
By: _____
Dudley Watts, Jr.
County Manager

Date: _____
This instrument has been preaudited in the
manner required by the School Budget and
Fiscal Control Act. 7-1-14
(Date) 
(Signature of finance officer)

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. 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 on October 23, 2006.

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

8/8/2014



Date

Director of Finance