

# FORSYTH COUNTY BOARD OF COMMISSIONERS

MEETING DATE: MARCH 5, 2020

AGENDA ITEM NUMBER: 8

**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:

The 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 \$382,313.40.

This agreement will continue and be binding for a one-year period beginning July 1, 2019, to June 30, 2020, and will be reviewed annually and amended through mutual agreement between the stated agencies.

ATTACHMENTS:  YES  NO

SIGNATURE:

*J. Dudley Watts, Jr. /AMS*  
COUNTY MANAGER

DATE:

March 3, 2020

**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)**

**WHEREAS** the Winston-Salem/Forsyth County Board of Education has identified a need for comprehensive school public health nursing services for the medically fragile and special needs students in the Programs and Services for Children with Special Needs, and Forsyth County Department of Public Health provides such services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the attached interlocal agreement, which is incorporated herein by reference, 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 \$382,313.40, 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.

**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; and

**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 5<sup>th</sup> day of March 2020.

NORTH CAROLINA

FORSYTH COUNTY

AGREEMENT

THIS AGREEMENT made and entered this the first day of July, 2019, 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
  - l) Regularly inputing 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 for a total not to exceed \$86,634.45 (includes fringe).
  - b) One Public Health Nurse will also provide service to the ESY at a specified location, as mutually agreed by parties designated representatives for up to five (5) weeks (20 hours per week) and two (2) full days (16 hours) of orientation to be paid hourly for a total not to exceed \$5,709.90

- 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 for a total not to exceed \$59,875.20 (includes fringe).
  - 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 for a total not to exceed \$81,237.45 (includes fringe).
  - 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 for a total not to exceed \$75,509.70 (includes fringe).
  - 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 for a total not to exceed \$73,346.70 (includes fringe).
  - 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, 2019 through June 30, 2020 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. The nurse shall be present for the entire 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, the School System and the County shall confer in order to determine the daily schedule for each nurse at each school.
9. In the event staffing is not available, the school nurse supervisor or assistant health director will contact the WSFC School System administration to determine if coverage will be provided by a contract agency or by a temporary assignment with a qualified public health nurse as agreed upon by leadership at both agencies.
10. This agreement shall continue and be binding upon the parties hereto for the period beginning July 1, 2019 and ending June 30, 2020.
11. 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.
12. 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: M. Woodbury

Date: 10/02/19

FORSYTH COUNTY  
DEPARTMENT OF PUBLIC HEALTH

By: Joshua R. Swift  
Joshua R. Swift, Director

Date: 2/18/2020

Approved as to form and legality

this 16 day of Sept 2019

By [Signature]  
School Attorney

DIVISION DIRECTOR FOR ECS  
FORSYTH COUNTY SCHOOLS

By: Angela Evans-Everett, EdD

Date: 6/13/19

*Mary Judd*

11/25/2019

FORSYTH COUNTY

By: \_\_\_\_\_  
Dudley Watts, Jr.  
County Manager

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