

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 22, 2014

AGENDA ITEM NUMBER: 6

**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  
(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 Clatts, Jr. /cdh* COUNTY MANAGER DATE: September 17, 2014

**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  
(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 public health nursing services to the school system, during the term July 1, 2014 through June 30, 2015, 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 #2015-0134-00)

**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 Forsyth County Board of Commissioners.

Adopted this the 22<sup>nd</sup> day of September 2014.

NORTH CAROLINA )  
 )  
FORSYTH COUNTY )

AGREEMENT

THIS AGREEMENT made and entered this the First day of July, 2014, 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 (IEP) Committee when the special health needs of a student are 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 Child Family Support Team (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, 2015 and June 1, 2015 for inclusion in the "North Carolina School Report For Public Schools" and Prevent Blindness reports.

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, with a computer, 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. 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.
10. 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

FORSYTH COUNTY DEPARTMENT  
OF PUBLIC HEALTH

By: Beverly Emory  
Dr. Beverly Emory  
Superintendent

By: Marlon B. Hunter  
Marlon B. Hunter, BSEH, MAOM  
Health Director

Date: 6/27/14

Date: 7/15/15

FORSYTH COUNTY

Approved as to form and legality  
this 25 day of June 2014  
By: [Signature]  
School Attorney

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]  
(Signature of finance officer)

## ATTACHMENT A

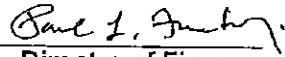
The term of this Agreement shall be from July 1, 2014 through and including June 30, 2015; provided, however, that this Agreement will automatically renew for additional one-year periods unless written notice of intent to cancel is given at least 30 days prior to the expiration of the then-current period.

*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.

8/5/2014

Date

  
Director of Finance