

Milagros R. Fornell, Associate Superintendent  
Curriculum and Instruction

**SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT OF SCHOOLS TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CHILDREN'S TRUST OF MIAMI-DADE COUNTY, MIAMI-DADE COUNTY HEALTH DEPARTMENT, AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA TO PROVIDE CHILDREN ATTENDING MIAMI-DADE COUNTY PUBLIC SCHOOLS ACCESS TO HEALTHCARE AND QUALITY HEALTH INFORMATION THROUGH A COMPREHENSIVE SET OF SCHOOL HEALTH SERVICES, INCLUDING DIRECT CARE SERVICES, CASE MANAGEMENT, CONNECTION TO A MEDICAL HOME, HEALTH EDUCATION, AND PROMOTION THROUGH HEALTH CONNECT IN OUR SCHOOLS (HCiOS)**

**COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT**

**LINK TO DISTRICT**

**STRATEGIC PLAN: CREATE A SYSTEM TO IMPROVE THE DELIVERY OF HEALTH SERVICES TO STUDENTS**

In 2004, the number of children in Miami-Dade County covered by employment-based insurance dramatically decreased from 47% to 37%.

In 2005 and in response to this public health dilemma, three public agencies: The Children's Trust (TCT), Miami-Dade County Health Department (M-DCHD) and Miami-Dade County Public Schools (M-DCPS), worked collaboratively to develop a children's health and mental health initiative called Health Connect in Our Schools (HCiOS). Personnel from the three public agencies have a shared objective which is to address the health and mental welfare needs of school age children by enhancing and improving fragmented and inconsistent health programs and at the same time meeting the fourth objective of the M-DCPS Wellness Plan: providing school-based health services to all M-DCPS students.

Since the School Board's approval of the "HCiOS Business Plan" at the February 2006 School Board meeting, the three agencies have collaboratively implemented the HCiOS program at over 160 school sites. The services that HCiOS teams are providing on site include the following: healthcare, case management, health/mental health education and promotion programs, and improved connections to medical homes. The vision of HCiOS is "for school children to have access to quality healthcare services through

health teams to improve health, health education, school environment, and school success.”

Each HClOS team serves two schools. A team has one nurse (registered nurse, or advanced registered nurse practitioner), one master’s trained social worker, and two health technicians. The team approach allows the nurse and the social worker to give at least two days a week at each school, and the health technicians are assigned full time at each school. The paired schools are in close proximity to each other allowing the nurse or social worker to be available when not assigned to the school that day.

The inter-local agreement serves to codify the HClOS Business Plan and further delineate the following:

- The terms of participation and responsibilities of each of the three public agencies TCT, M-DCHD and M-DCPS to include the contributions made of cash or in-kind resources to HClOS in an amount to be determined by each agency on an annual basis; the agreement that funding and in-kind resources for HClOS will be used to advance the goals and objectives of HClOS and will not be used for other priorities; and that each agency will supply to the other two agencies an annual accounting of HClOS funding or in-kind resources, and a budget for the upcoming year;
- The management and organization of HClOS to include a collaboration among the three public parties in assuming responsibility for program management, administration, and monitoring; and
- The professional responsibilities of all parties to comply with laws and School Board Rules including the confidentiality of student records and clarification regarding individuals who are performing services through HClOS are considered as “other school officials” for the purpose of accessing student educational records and the responsibility to comply with the Family Educational Rights and Privacy Act (FERPA).

Miami-Dade County Public Schools has committed to the provision of the facility space that meets healthcare requirements, janitorial and security services, utilities for health suites, and the salary and fringe of key personnel as outlined in the inter-local agreement. The Children’s Trust will assume responsibility for the salary and fringe of key personnel as outlined in the inter-local, program management, administration, and monitoring of HClOS. The M-DCHD shall provide in-kind services and support, including the salary and fringe of key personnel as outlined in the inter-local, training expenses, laboratory expenses, medical supplies, and provider credentialing and verification.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent of Schools to enter into an Inter-local Agreement with the Children's Trust of Miami-Dade County, Miami-Dade County Health Department, and The School Board of Miami-Dade County, Florida to provide children attending Miami-Dade County Public Schools access to healthcare and quality health information through a comprehensive set of school health services, including direct care services, case management, connection to a medical home, health education, and promotion through Health Connect in Our Schools (HCiOS).

MRF:vr

**2009 INTERLOCAL AGREEMENT BETWEEN  
THE CHILDREN'S TRUST OF MIAMI-DADE COUNTY,  
MIAMI-DADE COUNTY HEALTH DEPARTMENT, AND  
THE SCHOOL BOARD OF MIAMI-DADE COUNTY**

**Attachment A**

**2009 INTERLOCAL AGREEMENT BETWEEN  
THE CHILDREN’S TRUST OF MIAMI-DADE COUNTY,  
MIAMI-DADE COUNTY HEALTH DEPARTMENT, AND  
THE SCHOOL BOARD OF MIAMI-DADE COUNTY**

This Interlocal Agreement is made and entered into by and between The Children’s Trust of Miami-Dade County, an independent special district established pursuant to Section 1.01(A)(11) of the Miami-Dade County Home Rule Charter, the Miami-Dade County Health Department (MDCHD), and the School Board of Miami-Dade County, Florida, (the “Parties”), pursuant to the Florida Interlocal Cooperation Act, Florida Statutes, Chapter 163, et seq., the Miami-Dade County Home Rule Charter, and applicable federal and state laws and regulations.

WHEREAS, in the spring of 2005, The Children’s Trust began the strategic planning process for the development of a children’s health initiative resulting in the creation of the Health Connect in Our Schools (HCiOS) program; and

WHEREAS, the vision of HCiOS is for school children to have access to quality healthcare services including a medical home and behavioral health services through health teams to improve health, health education, school environment and school success; and

WHEREAS, the Parties to this Agreement as public agencies desire to collaborate and enter into this Interlocal Agreement to provide children attending Miami-Dade County Public Schools access to healthcare and quality health information through a comprehensive set of school health services, including direct care services, case management, connection to a medical home, and health education and promotion; and

WHEREAS, the Parties to this Agreement seek to augment current efforts to improve health outcomes for children through health education, health promotion, and accessibility to health care through HCiOS;

NOW THEREFORE, in consideration of the covenants, conditions, mutual obligations and other good and valuable consideration, the Parties hereto agree as follows:

1. PARTICIPATION OF THE PARTIES.

- a. The Children’s Trust, Miami-Dade County Health Department, and the School Board of Miami-Dade County, Florida will each contribute cash or in-kind resources to HCiOS in an amount to be determined by each organization on an annual basis.<sup>1</sup>
- b. Each Party agrees that funding and in-kind resources for HCiOS will be used to advance the goals and objectives of HCiOS and will not be used for other programmatic priorities or responsibilities related to each Party.
- c. There will be transparent accounting of each Party’s full contributions to HCiOS including, all funds received for school health programs and related services. Annually during the month of June, each Party shall provide to the other Parties to this Agreement, an accounting of funds and in-kind contribution of resources for the prior year and a budget for the coming year. Allocation of in-kind resources shall be justified through

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<sup>1</sup> The Children’s Trust fiscal year is Oct – September; Schools fiscal year is July – June; Health Dept. fiscal year is July – June.

accounting documentation.

- d. The School Board of Miami-Dade County, Florida shall provide in-kind resources and direct services in support of HCiOS and facilitate the implementation of HCiOS in all PK-12 schools, which shall be in the form of the following:
- Office of Professional Development and Educational Services, Division of Student Services and Psychological Services, to include salary and fringe
    - District Director for Division of Student Services
    - Director of Comprehensive Health Services
    - Director of Social Work Programs
    - School social worker personnel, to include salary and fringe
    - Health technician personnel, to include salary and fringe
    - School-site training, operational supervision and monitoring of health team staff and services
    - Facility space that meets the healthcare requirements established by the Health Department for health suites in the participating HCiOS schools
    - Janitorial and security services for the health suite areas
    - Utilities (e.g. electricity/water) for the health suites
- e. The Miami-Dade County Health Department shall provide in-kind services and support as per legislative appropriation; including:
- Nurse Educator, salary and fringe

- Director of Quality Assurance, to include salary and fringe
  - Administrative staff, to include salary and fringe
  - Office supplies and equipment
  - Repair and maintenance fees
  - Travel expenses of administrative personnel
  - Advertising services
  - Facilities
  - Medical personnel, to include salary and fringe
  - Social work personnel, to include salary and fringe
  - Training expenses
  - Laboratory expenses
  - Medical supplies
  - Provider credentialing / verification
- f. Nothing herein shall be construed to limit or affect, in any way, the laws relating to sovereign immunity under Florida law, including Section 768.28, Florida Statutes, with respect to the Parties, its agents, servants or employees as it relates to HCiOS.
- g. If federal funds are received, the Parties shall comply with the procurement and expenditure procedures required by federal law for the expenditure of any federal funds, if applicable. The Parties shall otherwise comply with the procurement and expenditure procedures required by State of Florida laws and regulations for any state or local funds.



2. MANAGEMENT AND ORGANIZATION OF HClOS.

- a. The Executive Director of HClOS shall be selected and employed by The Children's Trust and shall serve at will within the administrative service of The Children's Trust. The Executive Director shall be the Chief Operating Officer of HClOS. The Executive Director shall create committees and sub-committees as in his/her discretion are appropriate for the management of HClOS.
- b. The Children's Trust will work in collaboration with M-DCPS, and MDCHD in assuming responsibility for program management, administration and monitoring of HClOS.
- c. Internal operating policies and regulations of each Party to this Agreement will not be binding on HClOS or on any other Party to this Agreement. Nothing in the internal policies, decisions, actions, and directives of each Party to this Agreement shall be contrary to the terms of this Agreement.
- d. HClOS health team members providing basic school health services pursuant to the Florida School Health Services Act, Florida Statutes, Chapter 381, Section 381.0056, shall do so as agents of the entity that employs them. The parties and their employees and agents must comply with School Board rules while on Board premises.
- e. At no time shall the organization and operating procedures of HClOS change, or be contrary to, the terms of this Interlocal Agreement. At all times the organization and operating procedures shall comply with applicable federal, state, and local laws, ordinances, and regulations.

3. FINANCIAL LIABILITY AND RESPONSIBILITY.

Each Party to this Interlocal Agreement agrees hereby to promptly contribute to any financial liability or any other financial liability incurred under this Interlocal Agreement as follows:

- a. No liability of any kind arising out of this Interlocal Agreement shall be paid by the Parties to this Interlocal Agreement unless ordered by a court of competent jurisdiction or other superior State or federal governmental entity acting within the scope of its powers and jurisdiction after exhausting the highest level of appellate review or unless otherwise approved by all Parties to this Agreement. Nothing herein shall be construed to waive any rights of the Parties hereto to seek legal or administrative relief from any such liability to the highest level of appellate review.
- b. Tort liability incurred through or on account of the performance of the lawful acts authorized or required by this Interlocal Agreement shall, be solely the responsibility of the employer of the individual or employee involved. Tort liability incurred by the respective parties to this Agreement is subject to the application and limitations of Section 768.28, Fla. Statutes and shall be paid by and shall be the financial liability solely of the respective party whose negligence or omission resulted in the same.
- c. Costs and other expenses with respect to contracts between The Children's Trust, Miami-Dade County Health Department, or between the School Board of Miami-Dade County, Florida for the provision of services shall

be paid by and shall be the financial liability solely of the respective contracting party. Nothing in this Interlocal Agreement shall be construed to impose personal financial liability of any kind upon any official or member of any Party to this Agreement. Nothing in this Interlocal Agreement shall be construed to waive sovereign immunity in tort, except to the extent permitted by Section 768.28, Florida Statutes.

- d. During the contract period, the Parties may terminate or discontinue the services covered in this Agreement for lack of funds.
- e. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- f. **INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Parties are performing services under this Agreement as independent contractors. No entity or its employees shall be deemed the employee or agent of any other party to this Agreement.

**.4. PROFESSIONAL RESPONSIBILITIES.**

- a. **COMPLIANCE WITH LAWS AND BOARD RULES**

The Parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments and School Board rules while performing services in accordance with this agreement.

b. CONFIDENTIALITY OF STUDENT RECORDS

The Parties understand and agree that individuals performing services pursuant to this Agreement are considered "other school officials" for the purpose of accessing student educational records to perform their duties, and are subject to all federal and state laws and School Board rules (School Board. Rule 6Gx13-5B-1.07: Student Records) relating to the confidentiality of student information. The parties further agree to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, 34 C.F.R., Part 99. Nothing herein shall prohibit the Parties, their agents or employees, access to relevant student information for the purpose of student health needs. The Parties shall regard all student information as confidential and will not disclose the student information to any third party.

5. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida and federal laws. Any dispute with respect to this Agreement is subject to federal law and the laws of Florida, venue is in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

6. This Interlocal Agreement shall become effective on \_\_\_\_\_, 2009 after its execution by The Children's Trust, the Miami-Dade County Health Department and The School Board of Miami-Dade County, Florida through their respective Officials and shall expire on \_\_\_\_\_. Each official signing below has

been duly authorized by a resolution from their respective governing body, The Children’s Trust of Miami-Dade County, the Miami-Dade County Health Department and the School Board of Miami-Dade County, Florida to execute this Interlocal Agreement for and on behalf of each Party, respectively.

7. This Interlocal Agreement may be renewed in writing upon execution by the Chief Executive Officer of The Children’s Trust, designated Officials of Miami-Dade County Health Department, and the School Board of Miami-Dade County, Florida for an additional period of time but no such renewal shall be effective until each signatory Official has been duly authorized by resolution of its respective governing body, The Children’s Trust, the Miami-Dade County Health Department and the School Board of Miami-Dade County, Florida. This Interlocal Agreement and any renewals or amendments thereto shall be executed in counter-part originals by each Party and each such counter-part original shall be deemed an original for all purposes.
8. This Interlocal Agreement may be amended by the Parties hereto, from time to time, during the term of this Interlocal Agreement or any renewals thereof, upon the execution of the written amendment by the Chief Executive Officer of The Children’s Trust, the duly designated Officials of Miami-Dade County Health Department, and the School Board of Miami-Dade County, Florida, but no such written amendment shall be effective until all Officials have been duly authorized by resolution of their respective governing bodies.
9. The Chief Executive Officer of The Children’s Trust, the designated Officials of Miami-Dade County Health Department, and the School Board of Miami-Dade

County, Florida are authorized hereby by their respective governing bodies to exercise the right to terminate this Interlocal Agreement in accordance with the conditions set forth below:

- a. The notice of termination shall be received by the other Officials not later than May 31 before the commencement of the next school year.
- b. The terminating party shall not be deemed released from any current or past financial obligations or any other current or past obligations of any kind whatsoever incurred or agreed to by the terminating party which arise out of this Interlocal Agreement prior to date of termination.

**THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:**

**THE CHILDREN’S TRUST OF MIAMI-DADE COUNTY**

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_  
Modesto E. Abety  
President and CEO

\_\_\_\_\_

\_\_\_\_\_  
Date

Reviewed as to form and legal sufficiency

\_\_\_\_\_  
Maria Arista-Volsky  
Assistant County Attorney

\_\_\_\_\_  
Date

**MIAMI-DADE COUNTY HEALTH DEPARTMENT**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Reviewed for form and legal sufficiency \_\_\_\_\_

**SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

Reviewed for form and legal sufficiency \_\_\_\_\_