

SANTA ROSA COUNTY DISTRICT SCHOOLS
CONTRACT FOR HEALTH SERVICES
SCHOOL YEAR 2013 - 2014

THIS CONTRACT is entered into between the Santa Rosa County School Board, hereinafter referred to as the “Board” and Pediatric Services of America, Inc., a Georgia corporation, d/b/a PSA Healthcare, hereinafter referred to as the “Provider”.

The parties agree:

I. The Provider Agrees:

A. To provide services according to the conditions specified in Attachments I, II, III, and IV.

B. Federal Laws and Regulations:

1. This contract contains federal funds. The Provider shall comply with the provisions of 45 CFR, Part 74, and other applicable regulations as specified in Attachments I, II, III, and IV.

2. HIPAA and FERPA Regulations: The Provider will follow health information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

C. Audits and Records

- 1.** To maintain books, records, and documents (including storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenue and expenditures of funds provided by the Board under this contract.
- 2.** To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Board.
- 3.** To maintain and file with the Board such progress, fiscal inventory, and other reports as the Board may require within the period of this contract. Such reporting requirement must be reasonable given the scope and purpose of this contract.

D. Retention of Records

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of seven (7) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the Board and federal auditors, pursuant to 45 CFR, Part 74.24 (a), (b), and (d), shall have full access to, and the right to, examine any of said records and documents during said retention period.

E. Monitoring

1. To provide progress reports, including data reporting requirements as specified in Attachments I, II, III, and IV. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I, II, III, and IV.
2. To permit persons duly authorized by the Board to inspect any records, papers, documents, facilities, goods, and services of the Provider and/or interview any clients and employees of the Provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the Board may deliver to the Provider a list of its comments with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the school district within the specified period of time set forth in the comments, or provide the Board with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Board may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

F. Background Screening

Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. The vendor shall maintain the certification for review by designated school officials. The certification will be provided to the school in advance of the vendor providing any services on campus while

students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S. and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees.

Vendor shall maintain a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor shall not permit said employee on school property.

As required by the provisions of State Board of Education Rule 6B-1.006(5), *The Principles of Professional Conduct of the Education Profession in Florida*, and Florida Statutes, contractual personnel who have direct contact with students or who have access to or control of funds are required to self-report within forty-eight (48) hours to Assistant Superintendent for Human Resources any arrests/charges involving the abuse of a child, the sale and/or possession of a controlled substance, or any disqualifying offense. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment of a pretrial diversion program, or entering of a plea of guilty or *nolo contendere* for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.

The parties agree that in the event that the vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

G. Insurance:

1. The Provider shall furnish proof of the following insurance to the Board by Certificate of insurance:

- a) The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insureds under the policy or policies.
 - b) The Provider shall provide Certificates of Insurance to the District's Risk Manager at 5086 Canal St., Milton, FL 32570, prior to the start of any work under this contract.
 - c) The Provider's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
2. All insurance policies shall be issued by companies with either of the following qualifications:
- a) The Provider must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A. M. Best Company.
 - b) With respect only to Workers' Compensation insurance, the Provider must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
 - c) Workers' Compensation Insurance: The Provider shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Provider employees employed in connection with this contract and Employers' Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - d) Comprehensive General Liability Insurance: The Provider shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.
 - e) Business Automobile Liability: The Provider shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance with minimum limits of \$1,000,000 per

occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Provider does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

H. Indemnification / Hold Harmless:

1. The Provider shall indemnify the Santa Rosa County School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:
 - a) Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Provider or it's subcontractor, or other party directly or indirectly employed by the Provider for whose acts may be liable in performance of the work; or
 - b) Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Provider in the performance of the work; or
 - c) Liens, claims or actions made by the Provider of any subcontractor or other party performing the work.
2. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Provider or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
3. Any cost or expense, including attorney's fees, incurred by the Board to enforce the contract shall be borne by the Provider.

I. Safeguarding Information:

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state regulations, federal regulations and Santa Rosa School

Board's policies except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

J. Financial Reports:

To provide financial reports to the Board as specified in Attachments I, II, III, and IV.

Note: The school district will not be responsible for any costs related to the Affordable Care Act during this contract period.

K. Return of Funds:

To return to the Board any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the school district. The Provider shall return any overpayment to the Board within fifty-five (55) calendar days after either discovery or notification of the overpayment. In the event that the Provider or its independent auditors discovers an overpayment has been made, the Provider shall repay said overpayment within fifty-five (55) calendar days without prior notification from the Board. In the event that the Board first discovers an overpayment has been made, the Board will notify the Provider by letter of such finding.

L. Requirements of Section 287.058, Florida Statutes:

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.
3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachments I, II, III, and IV to be received and accepted by the contract manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2 of this contract.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this contract. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

M. Withholdings and other Benefits:

The Provider is responsible for Social Security and Income Tax withholdings.

N. Final Invoice:

The Provider must submit the final invoice for payment to the Board no later than June 30, 2014. If the Provider fails to do so, all right to payment is forfeited, and the Board will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the Provider, and necessary adjustments thereto, have been approved by the Board.

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II. The Board Agrees:

A. Contract Amount:

To pay for contracted services according to the conditions of Attachments I, II, III, and IV in an amount not to exceed \$1,170,750.83 (Attachment I: \$388,164.33, Attachment II: \$727,405.00, Attachment III: \$40,321.50, Attachment IV: \$14,860.00) subject to the availability of funds. The Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Professional Development:

To provide training for the Health Services Personnel hired under this contract to include, but not limited to: the areas of various federal program requirements, state statutory requirements as they relate to health, the Board's health policies and procedures, the Integrated Services Team program, and developing positive relationships with schools.

III. The Provider and Board Mutually Agree:

A. Additional Positions

If additional services are needed, the Board may request personnel at the same rate as established in the contract.

B. Effective Date:

1. This contract shall begin on July 1, 2013.
2. This contract shall end on June 30, 2014.

C. Termination:

1. Termination at Will

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this contract unless both parties mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Board may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Board shall be the final authority as to the availability of funds.

D. Notice and Contact:

The name and address of the School District contract manager for this contract is:

Sherry Smith, Director of Student Services
Berryhill Administrative Complex
6751 Berryhill Street
Milton, FL 32570
(850) 983-5052
frieryj@mail.santarosa.k12.fl.us

The name and address of the representative of the Provider responsible for administration of the program under this contract is:

Jodi Kendrick, RN, MSN Administrative Director
Pediatric Services of America, Inc.
1300 N. Palafox Street, Suite 106
Pensacola, FL. 32501
(850) 444-4365
Vendor #12961

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

E. Renegotiation or Modification:

Modification of provision of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws or regulations make changes in this contract necessary.

F. Name, Mailing and Street Address of Payee:

Pediatric Services of America, Inc.
310 Technology Parkway

Norcross, Georgia 30092

Tax Identification Number: 58-158-4862

G. Special Provisions:

1. The Provider shall not permit any publicity involving students, including the use of names or identifiable pictures, without the written consent of the student's parents or legal guardians.
2. To the extent consistent with maintaining required student confidentiality, the Provider shall allow the contract manager and other agents of the Board to conduct private, confidential interviews with the student, family and Provider staff, for those students and families whose services have been subsidized by the Board.
3. The Provider will comply with all State of Florida Laws and Santa Rosa School District procedures in the reporting of suspected child abuse/child neglect.
4. In the event of a natural disaster necessitating a prolonged school closure (greater than 5 days), the School Health Advisory Team may negotiate to use additional training days as working days within the confines of contract limits.
5. The Provider and Board agree that Medicaid reimbursable services will be billed by Health Services Personnel rendering health-related services to Medicaid eligible students. Medicaid credentialing requirements must be met at the time services are rendered. All Health Services Personnel will be required to participate in the annual Medicaid Claiming.

H. All Terms and Conditions Included:

This contract and its attachments as referenced, (Attachments I, II, III, and IV), contain all the terms and conditions agreed upon by the parties.

These contractual services and commodities are not subject to the competitive-solicitation requirements (287.057, Florida Statutes).

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

PEDIATRIC SERVICES OF AMERICA INC.

SANTA ROSA DISTRICT SCHOOLS

SIGNED BY: _____

SIGNED BY: _____

NAME: **Opal Ferraro**

NAME: **Sherry L. Smith**

TITLE: **CFO**

TITLE: **Director, Student Services
Santa Rosa District Schools**

DATE: _____

DATE: _____

School Board Approved: