

SANTA ROSA COUNTY DISTRICT SCHOOLS 2017-2018 CONTRACT FOR HEALTH SERVICES

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".

I. The Provider Agrees:

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

B. Federal Laws and Regulations

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, and III.

C. 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).

D. 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 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. To assure that these records shall be subject at all reasonable times to inspect, 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.

4. The Provider will submit a monthly report of the students served, by school site, which shall include the number of students, a brief summary of services provided, and the results of outcome measurements. Additional documentation of program activities will be maintained at each school site through medication administration logs,

Individual Activity Logs, Monthly Activity Reports, documentation of contacts (phone, parent, etc.), and supplemental evaluation activities. The Provider will have available the annual Performance Evaluation Summary by June 30th of the contract year.

E. Monitoring

1. To provide progress reports, including data reporting requirements as specified in Attachments I, II, and III. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I, II, and III.
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 of 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

1. 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 standard 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.
2. 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.
3. 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.

4. 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 standard then is convicted of any disqualifying offense, the vendor shall not permit said employee on school property.
5. As required by the provisions of State Board of Education Rule 68 – 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 the Director of Student Services 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.
6. 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) 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) 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) 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 its 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 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. 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.

K. 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. To provide units of deliverables, including reports, findings, and drafts as specified in Attachments I, II, and III to be received and accepted by the contract manager prior to payment.
3. 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.

L. Withholdings and other Benefits

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

M. Final Invoice

The Provider must submit the final invoice for payment to the Board no later than August 15, 2018. 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.

II. The Board Agrees:

- A. To pay for contracted services according to the conditions of Attachments I, II, and III, in an amount not to exceed \$1,177,957.20, unless additional hours are requested by the School District.
- B. 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.
- C. The Board agrees to make payment to the Provider no more than 30 days after receipt of invoice. The Provider shall submit invoices to the Board by the 15th of the month following the month in which services are delivered.

III. The Provider and Board Mutually Agree:

- A. Additional services may be requested by the School Board and/or the Director of Student Services at the same rate as established in Attachment I, II, and III of this contract.
- B. Effective Date:

1. This contract shall begin on August 1, 2017.
2. This contract shall end on June 30, 2018.

D. 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 due to Lack of Funds

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

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

Angela Lay, School Health Program Director
Pediatric Services of America, Inc.
2065 Airport Blvd. Suite 400
Pensacola, FL 32504
(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 for provisions of this contract shall only be valid when they have 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.
Master Depository
Atlanta, Georgia 30368-2714
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. The Provider and Board agree that Medicaid reimbursable services will be documented 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 Medicaid Claiming training as requested by the School District.
5. The Provider shall not be responsible for student-specific medical supplies.
6. As a general rule, clinic staff will not attend fieldtrips. Under special situations, consideration may be given if the School District, Principal, and the Provider deem it medically necessary. Advance notice will be given to the Provider so they may; to the best of their ability, provide a substitute for the regular clinic staff. In the instance where a substitute is not available, it is the responsibility of the Principal to ensure coverage of the clinic with personnel who have been trained in medication administration. The cost for additional staff will be the responsibility of the School District.

H. All Terms and Conditions Included

This contract and its attachments as referenced (Attachments I, II, and III), 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).

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

PEDIATRIC SERVICES OF AMERICA, INC.

NAME: James Elkington

TITLE: Vice President of Reimbursement Services

SIGNATURE: _____

DATE: _____

SANTA ROSA DISTRICT SCHOOLS

NAME: Sherry Smith

TITLE: Director, Student Services

SIGNATURE: _____

DATE: _____

ATTACHMENT I

CONTRACT FOR SCHOOL HEALTH TECHNICIANS BETWEEN SANTA ROSA COUNTY SCHOOL BOARD AND PEDIATRIC SERVICES OF AMERICA, INC.

Services to be Provided

1. School Health Technician services will be offered during the 2017-2018 school year.
 - Twenty eight (28) positions, 180 school days, at seven (7) hours per day

Manner of Service Provision

1. The responsibilities of School Health Technicians shall include:
 - Assist with and/or perform medication administration
 - Administer minor first aid
 - Perform/assist with Diabetes management
 - Complete head lice interventions (including detection, parent education, and screening for re-admission to school)
 - Perform CPR/AED as needed
 - Communicate with registered nurse, school personnel or parent/guardian as needed for care of student
 - Utilize community contacts for additional resources as needed
 - Perform specialized medical procedures for students after receiving child specific training as delegated by registered nurse supervisor
 - Maintain a neat, clean, and proficient clinic
 - Comply with confidentiality requirements of the School Board of Santa Rosa County and Pediatric Services of America, Inc.
 - Bill for Medicaid eligible students as per the School Districts request and per Medicaid guidelines
 - Document and generate reports of services provided in clinic according to established guidelines
 - Ensure that all clinic generated documentation and reports are completed, filed, stored, and submitted within a timely manner according to established guidelines
2. School Health Technicians will meet the following minimal qualification:
 - Graduation from high school or hold a GED
 - Current CPR Certification (Infant/Child/Adult/AED) and First Aid Certification
 - Successful completion of mandatory PSA Healthcare in-service and training

3. The provider shall ensure that School Health Technicians performing services will be supervised by, at a minimum, a Registered Nurse or other properly credentialed medical professional, and that such supervision will be performed according to professional standards as stated in the Nurse Practice Act Part I, Chapter 464.

Method of Payment

1. The Board shall make payment to the Provider for services in this Attachment for an hourly bill rate of **\$20.20**.

ATTACHMENT II

CONTRACT FOR LICENSED PRACTICAL NURSING (LPN) SERVICES TO MEDICALLY FRAGILE STUDENTS BETWEEN SANTA ROSA COUNTY SCHOOL BOARD AND PEDIATRIC SERVICES OF AMERICA, INC.

Services to be Provided

1. LPN nursing services will be offered during the 2017-2018 school year.
 - Twelve (12) positions, 180 school days, at seven (7) hours per day
2. LPN nursing services will be offered during the 2018 Extended School Year.
 - Four (4) positions, 26 school days, at five (5) hours per day

Manner of Service Provision

1. The responsibilities of LPN shall include those services required by the School Health Technician in Attachment I and may also include:
 - Perform clean-sterile catheterization
 - Administer Enteral feedings, site care, and medication administration
 - Perform tracheostomy suctioning, cleaning, maintenance, and maintain emergency preparedness
 - Provide Diabetic care, teaching, and training
 - Consult with student, parent/guardian, and school personnel
 - Participate in the development of student's Emergency Health Care Plan
 - Bill for Medicaid eligible students as per the School Districts request and per Medicaid guidelines
2. LPN nursing personnel will meet the following minimal qualification:
 - Graduation from high school or hold a GED
 - Current CPR Certification (Infant/Child/Adult/AED) and First Aid Certification
 - Current, unencumbered designation of a Florida LPN license, at a minimum
 - Successful completion of mandatory PSA Healthcare in-service and training
3. The provider shall ensure the LPN performing services will be supervised by a Registered Nurse or other properly credentialed medical professional, and that such supervision will be performed according to professional standards as stated in the Nurse Practice Act Part I, Chapter 464.

4. Scheduled nursing visits will be billed at the Contract rate if the student is absent from the campus of record unless the Provider nursing staff has been notified in advance of a planned absenteeism for the student.

Method of Payment

1. The Board shall make payment to the Provider for services in this Attachment for an hourly bill rate of **\$27.33**.

ATTACHMENT III

CONTRACT FOR REGISTERED NURSE (RN) SERVICES TO MEDICALLY FRAGILE STUDENTS BETWEEN SANTA ROSA COUNTY SCHOOL BOARD AND PEDIATRIC SERVICES OF AMERICA, INC.

Services to be Provided

1. RN nursing services will be offered at the T.R. Jackson Pre-Kindergarten School site during the 2017-2018 school year.
 - One (1) position, 200 days, at six (6) hours per day Monday thru Thursday, and five and a half (5.5) hours per day on Fridays

Manner of Service Provision

1. The responsibilities of the RN shall include:
 - Provision of all services listed in Attachment I and II
 - Provide and assist with managing and/or establishing services to all VPK, Head-Start, Early Head-Start, and ESE students in the Pre-Kindergarten Program
 - Develop, implement, and assist with student specific Health Care Plans for all Pre-Kindergarten students
2. LPN nursing personnel will meet the following minimal qualification:
 - Graduation from high school or hold a GED
 - Current CPR Certification (Infant/Child/Adult/AED) and First Aid Certification
 - Current, unencumbered designation of a Florida RN license, at a minimum
 - Successful completion of mandatory PSA Healthcare in-service and training
3. The provider shall ensure the RN performing services will be supervised by a properly credentialed medical professional, and that such supervision will be performed according to professional standards as stated in the Nurse Practice Act Part I, Chapter 464.

Method of Payment

1. The Board shall make payment to the Provider for services in this Attachment for an hourly bill rate of **\$31.55**.