

# THE SCHOOL DISTRICT OF ESCAMBIA COUNTY PURCHASING DEPARTMENT

#### SCHOOL BOARD EXECUTIVE SUMMARY

May 20, 2014

V. b. 2. E. CONSENT AGENDA / PURCHASING

10. Annual Agreement Renewal with Amendment: School Health Services

#### DESCRIPTION OF PURCHASE:

Recommend approval of year two (2) of a five (5) year agreement, with amendment, that provides health services to students in all forty-seven (47) schools, Westgate Center and the McMillan Center. Schedule C Basic and Full Service funding from the Florida Department of Health in Escambia County of approximately \$305,000.00 will be used to defray some of the cost(s) of this agreement.

The agreement's effectiveness is evaluated through annual administrative site visits, monthly reports of health services, random satisfaction of services survey of principals, parents or students and the Annual School Health Services Report.

Effective Dates: July 1, 2014 through June 30, 2015.

#### REQUESTED BY:

Superintendent's Office

#### DISTRICT GOAL SUPPORTED:

<u>District Goal #E.2:</u> Efficiency: To improve efficiency in the learning, work, and virtual/technological environment.

#### SUPPLIER NAME:

Pediatric Services of America, Inc., Norcross, GA

#### AMOUNT OF PURCHASE:

#### **FUNDING SOURCE:**

\$1,951,600.00 Est. / Yr.

General Fund (1110) - Health (1203) \$1,424,400.00

Other Special Revenue Fund (4210) - IDEA, Part B,

Entitlement (5236) \$358,500.00

Other Special Revenue Fund (4210) – Title I, Part A, Basic –

Summer School & Pre-K (5307) \$168,700.00

#### METHOD OF PROCUREMENT:

ECSD RFI

#### OTHER REFERENCES:

School Board Rule 6Gx17-5.02(7)(F)(6) – Professional Services Original award approved by Board, June 18, 2013.

# **AMENDMENTI**

# SCHOOL HEALTH SERVICES AGREEMENT

# Between the School Board of Escambia County, Florida and Pediatric Services of America, Inc.

The following, changes in its entirety, the agreement for services originally entered into on the 18<sup>th</sup> day of June 2013, to become effective July 1, 2014 through the remainder of the contract term, are hereby agreed to as detailed below.

THIS SCHOOL HEALTH SERVICES AGREEMENT is made and entered into to be effective as of July 1, 2014 (the "Effective Date") by and between the School Board of Escambia County, Florida ("Board"), with principal offices at 75 North Pace Blvd., Pensacola Florida 32505, and Pediatric Services of America, Inc. ("Provider"), a Georgia Corporation, d/b/a PSA Healthcare, with offices at 1300 North Palafox Street, Suite 106, Pensacola, Florida 32501.

# The Parties Agree:

# I. The Provider Agrees:

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

# B. Federal Laws and Regulations:

- 1. This agreement 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, IV, V, VI, VII, and VIII.
- 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 agreement.
- 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 agreement. Such reporting requirement must be reasonable given the scope and purpose of this agreement.

#### 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 agreement for a period of seven (7) years after termination of this agreement, 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.
- Persons duly authorized by the Board and federal auditors, pursuant to 45 Code of Federal Regulations (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, IV, V, VI, VII, and VIII. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I, II, III, IV, V, VI, VII, and VIII.
- 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 agreement. 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 of Escambia County (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 agreement.

# F. Background Screening

Provider will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes by certifying that the Provider and all of its employees who provide services under this agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. The Provider shall maintain the certification for review by designated school officials. The certification will be provided to the District in advance of the Provider providing any services on campus while students are present. The Provider 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 Provider and its employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: http://ecsd-fl.schoolloop.com/

Provider shall maintain a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Provider 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. Provider agrees that in the event the Provider or any employee who the Provider has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Provider shall not permit said employee on school property.

As required by the provisions of State Board of Education Rule 6A-10.081), *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 Provider fails to perform any of the duties described in this paragraph, this will constitute a material breach of the agreement entitling the Board to terminate immediately with no further responsibility to make payment or perform any other duties under this agreement. Provider agrees to indemnify and hold harmless the Board and the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Provider'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 Purchasing Director at 75 North Pace Blvd., Pensacola, FL 32505, prior to the start of any work under this agreement.
  - 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 agreement.
- 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 agreement 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 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 agreement. 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 nonowned coverage shall be provided in the amounts listed above.

#### H. Indemnification / Hold Harmless:

- 1. The Provider shall indemnify the 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 agreement shall be borne by the Provider.

# I. Safeguarding Information:

Not to use or disclose any information concerning a recipient of services under this agreement for any purpose not in conformity with the state regulations, federal regulations and the 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, IV, V, VI, VII, and VIII.

#### K. Return of Funds:

To return to the Board any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement that were disbursed to the Provider by the 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. Any such excess funds will be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statues, applicable at the time the erroneous payment or overpayment or overpayment or overpayment was made by the District.

# L. Requirements of Section 287.058, Florida Statutes:

- 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 District policy.
- 3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachments I, II, III, IV, V, VI, VII, and VIII 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 Agreement.
- 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 Agreement. 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. Other Costs

The Provider will be responsible for costs associated with: Cell phone reimbursement for all Administrative staff during the school year per Provider's policy.

Professional training: Fees associated with additional School Program training for seminars and conventions such as: mileage, registration, hotel fees, etc., will be covered according to Provider's policy.

Additional Program Coordinator costs: Program Director will receive vacation and sick time accrual per Provider's policy.

#### O. Assignment:

The Provider shall not assign or transfer this agreement or any interest or claim in this agreement without prior written consent of the Board.

#### P. Final Invoice:

The Provider must submit the final contract year invoice for payment to the District no later than <u>July 30 following the end of that contract year</u>. 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 agreement may be withheld until all evaluation and financial reports due from the Provider and necessary adjustments thereto, have been approved by the District.

#### Q. Required Enclosure:

The following document is attached, agreed to, and incorporated by specific reference:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on Pages 33 and 34 of this document) must be signed and returned with the Agreement. Agreement will not be accepted if this form is not returned.

# II. The Board Agrees:

# A. Agreement Amount:

To pay for contracted services according to the conditions of Attachments I, II, III, IV, V, VI, VII, and VIII in an amount of \$1,950,639.59. (Attachment II: \$912,989.35, Attachment III: \$510,417.00, Attachment IIII: \$67,968.95, Attachment IV: \$27,112.25, Attachment V: \$193,414.93, Attachment VI: \$18,433.30, Attachment VII: \$150,303.82, Attachment VIII: \$70,000) plus up to \$1.000.00 per contract year for providing sharps biohazard containers and their disposal for each location as needed, all subject to the availability of funds. The Board's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this agreement

# B. Professional Development:

To provide training for the Health Services Personnel hired under this agreement 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, 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 additional personnel as needed at the same rate as established in the agreement.

#### B. Term of Agreement:

Pediatric Services of America, Inc. will provide Services for five (5) years commencing July 1, 2013, subject, however, to availability of lawfully appropriated funds for each ECSD fiscal year and ECSD approval. The term of this Agreement may thereafter be renewed for five (5) additional one (1) year periods, at the same terms and pricing unless written authorization to amend or terminate the Agreement is received at least thirty (30) days prior to the end of any one-year renewal period ("One-Year Renewal").

#### C. Termination:

#### 1. Termination at Will

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this Agreement 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 Agreement become unavailable, the Board may terminate the Agreement 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 District Contract Manager for this contract is:

Martha Hanna, RN, Health Services Coordinator
J.E. Hall Center
30 East Texar Drive
Pensacola, FL 32503
(850) 469-5456
MHanna@escambia.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

In the event that either party designates different representatives after execution of this Agreement, 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 Agreement.

# E. Renegotiation or Modification:

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

# F. 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 Escambia County 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 five (5) days), the Provider may negotiate to use additional training days as working days within the confines of agreement 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 process.
- 6. The Provider shall not be responsible for any medical supplies.
- 7. The Board will not provide office space or clerical support for supervisory personnel.
- 8. The Provider shall be responsible for providing sharps biohazard containers and their disposal for each location as needed at a cost not to exceed \$1,000 per year.

# G. Governing Law:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder will be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.

# H. Payment:

To receive payment, the Provider should submit an invoice to the District's Contract Manager for work and services performed. Payment is due in full no more than thirty (30) days after the invoice date.

#### I. All Terms and Conditions Included:

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

ese contractual services and commodities are not subject to competitive solicitation requirements. Pursuant to 6A-1.012(11) (a) Florida Administrative Code, the products and services requested herein are categorized as "health services involving examination, diagnosis, treatment, prevention, medical consultation or administration" and therefore are exempt from formal solicitation requirements.

**IN WITNESS THEREOF,** the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized. This Agreement shall not be binding until signed by all parties, as appropriate.

PEDIATRIC SERVICES OF AMERICA INC. SIGNED BY:		COUNTY, FL  SIGNED BY:	
NAME:	Frances Scovil	NAME: Linda Moultrie	
TITLE:	Director - Service Center	TITLE: Board Chairman	
DATE:		DATE:	
	TO SUITE FOR LEGAL CONTENT	ATTEST	
	APPROVED FOR LEGAL CONTENT  FOR M and OOLY AGENDA	SIGNED BY:	
	MAY - 72014	NAME: Malcolm Thomas	
,	A GENERAL COUNSEL	TITLE: Superintendent	
	ESCAMBIA COUNTY SCHOOL BOARD	DATE.	

Contractor shall not commence work until this Agreement is signed by both parties and the Contractor is in receipt of a District Purchase Order issued in conjunction with this Agreement.

# ATTACHMENT I

# AGREEMENT FOR HEALTH TECHNICIANS FOR BASIC SCHOOL HEALTH SERVICES BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of forty-seven and one-half (47.5) Health Technicians, one at each regular school, and five (5) Health Technician Floats to fill vacancies and work where needed during the school year.

#### 2. Manner of Service Provision

- a. The responsibilities of Health Technicians shall include:
  - i. Assisting with medication administration
  - ii. Administering minor first aid
  - iii. Performing clean catheterizations
  - iv. Administering enteral feedings
  - v. Performing/assisting with blood glucose monitoring
  - vi. Notification of Registered Nurse or Principal of acutely ill or injured students
  - vii. Assistance with Fluoride Mouth Rinse Program in designated elementary schools without fluoridated water
  - viii. Performing Random Drug Screening as requested
  - ix. Completing head lice interventions (including detection, parent education and screening for re-admission to school)
  - x. Performing CPR/AED as needed
  - xi. Reviewing student health records for compliance with mandated school entry health requirements
  - xii. Documentation and data reporting of services provided in clinic according to established policy and procedure
  - xiii. Communicating with registered nurse, school personnel or parent/quardian as needed for care of student
  - xiv. Utilizing community contacts for additional resources as needed
  - xv. Assisting Supervisory RN in the health screenings of students: hearing, vision, scoliosis, BMI and subsequent follow up referrals as requested
  - xvi. Performing specialized medical procedures for students after receiving child specific training and delegation by registered nurse
  - xvii. Maintaining a clean, stocked school clinic
  - xviii. Complying with confidentiality requirements of the School District of Escambia County and Pediatric Services of America, Inc.
  - xix. Completing forms as requested by District for Medicaid billing purposes
  - xx. Ensuring that all paperwork generated in clinic will be dispersed following established policy and procedure

# xxi. Performing other related duties as assigned

- b. School Health Technicians will include those who meet the following minimal qualifications: Graduation from high school or hold a GED, hold current CPR certification (Infant/Child/Adult/AED), as well as completion of First Aid training. In addition individuals applying for employment under the program must complete mandatory PSA Healthcare in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.
- c. The Provider shall ensure the Health Technicians performing these 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 Florida Nurse Practice Act.

# 3. Payment for Services

The Board shall make payment to the Provider for services provided as listed in the Attachment not to exceed nine hundred twelve thousand, nine hundred eighty-nine dollars and thirty-five cents (\$912,989.35) subject to the availability of funds.

- a. Health Technician at Middle School, High School, or extended school day Elementary School:
  - i. One hundred eighty-seven (187) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) per hour
  - iv. Number of positions: twenty-six and one-half (26.5)
- b. Health Technician at Elementary Schools
  - i. One hundred eighty-seven (187) days
  - ii. Six (6) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) per hour
  - iv. Number of positions: twenty-one (21)
- c. Health Technician Float
  - i. One hundred eighty-five (185) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) per hour
  - iv. Number of positions: five (5)
- d. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester.

#### ATTACHMENT II

AGREEMENT FOR SUPERVISORY REGISTERED NURSES FOR THE BASIC SCHOOL HEALTH PROGRAM BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of eleven (11) Supervisory Registered Nurses during the school year. In addition, Provider will provide one (1) Program Director and one (1) Assistant Program Director to be shared equally with the ESE and Title I Health Services Programs.

# 2. Manner of service provision

- a. The responsibilities of the Supervisory Nurse will be those of outlined in Attachment I with the additional responsibilities of :
  - Following and enforcing school policies and procedures affecting the health, safety and well-being of employees and students in the school health setting
  - ii. Ensuring Individual Health Care Plans are completed for medically needy students, including meeting with health technicians, principals, guidance counselors, teachers and parents in order to adequately complete the individual Health Care Plan
  - iii. Ensuring completion of required screenings per Florida Statute 381.0056(5)(a)6-9; including subsequent referrals and follow-up documentation
  - iv. Ensuring completion of vision and hearing screenings for students referred for evaluation to determine eligibility for Exceptional Student Education placement
  - v. Consulting with physicians relevant to student's health problems
  - vi. Ensuring Health Technicians file school health documentation and ensure documentation accuracy in accordance with agency policy and procedures
  - vii. Ensuring submission of monthly reports/billing for School Health Technicians
  - viii. Performing weekly, or as needed, on site school clinic supervisory visits to assess and evaluate performance standards, documentation and environment
  - ix. Performing written/verbal counseling as needed
  - x. Ensuring completion/implementation of in-service education of clinic staff
  - xi. Coordinating interviews with Principals as needed to ensure appropriate staffing of each school clinic
  - xii. Providing education to school staff as requested by the District

- xiii. Providing child specific training and delegation of procedures to Health Technician/District Staff as needed in the provision of health related services
- xiv. Participating in individual Education Plan/504 meetings as available
- b. The Program Coordinator will have additional responsibilities including:
  - i. Providing oversight and coordination of the School Health Program as outlined in the contract established by PSA Healthcare and the School Board of Escambia County including: Basic School Health program, ESE School Health program and Title 1 School Health program
  - ii. Participating in the School Health and Wellness Advisory Council as part of the on-going monitoring process for program outcomes and quality improvement
  - iii. Supervising and coordinating the health services needed for Summer Reading Camp as funds allow
  - iv. Researching and utilizing community contacts for additional healthpromoting resources as needed to provide optimal assistance to students
  - v. Performing verbal/written counseling to supervisory program staff as needed
  - vi. Organizing and coordinating annual in-services and training for all program staff; ensuring all required components are included
  - vii. Providing coverage in clinics when substitutes are not available
  - viii. Assisting RN Supervisors in interviewing and filling positions with qualified, competent employees for all staff positions requested for this contract
  - ix. Maintaining professionalism in all communications and appearance
  - x. Annually revising (if needed) and submitting contract to District in a timely manner
  - xi. Engaging in frequent communication with Director of PSA Healthcare to ensure issues are solved in an expedient manor and seeking assistance as needed
  - xii. Performing other duties as assigned by the Director of PSA Healthcare Pensacola to enhance school program and ensure compliance to District and State policies
- c. The Assistant Coordinator will have additional responsibilities including:
  - Providing assistance to the Director to ensure that all directives of the established school contracts are met by completing delegated tasks in a timely manor
  - ii. Communicating frequently with the Program Director regarding any issues arising in the program
  - iii. Providing direct oversight of the Registered Nurses working within the Basic School Health Program, ESE School Health Program and Title I School Health Program

d. The Registered Nurses shall meet the following qualification: hold a current license in the State of Florida and hold current CPR certification (infant/Child/Adult/AED). Pediatric or previous school health experience is preferred. In addition, individuals applying for employment under the program must complete mandatory in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.

# 3. Payment for Services:

The Board shall make payment to the Provider for services provided as listed in this Attachment for total dollar amount not to exceed five hundred ten thousand, four hundred seventeen dollars (\$510,417.00) subject to the availability of funds.

- a. Supervisory Registered Nurse:
  - i. One hundred ninety-five (195) days
  - ii. Eight (8) hours per day
  - iii. Bill rate of twenty-six dollars and seventy-two cents (\$26.72) per hour
  - iv. Number of positions: eleven (11)
- b. Program Coordinator:
  - i. Eighty-six and sixty-six hundredths (86.66) days
  - ii. Eight (8) hours per day
  - iii. Bill rate of thirty-four dollars and twenty-five cents (\$34.25)
  - iv. This position is shared equally between Basic, ESE and Title I School Health Services
  - v. Number of positions: one third (1/3)
- c. Assistant Coordinator:
  - i. Eighty-six and sixty-six hundredths (86.66) days
  - ii. Eight (8) hours per day
  - iii. Bill rate of thirty-two dollars and twenty cents (\$32.20) per hour
  - iv. This position is shared equally between Basic, ESE and Title I School Health Services
  - v. Number of positions: one third (1/3)
- d. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester.

#### ATTACHMENT III

AGREEMENT FOR HEALTH TECHNICIANS FOR EXCEPTIONAL STUDENT EDUCATION SCHOOL HEALTH SERVICES BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of two (2) Health Technicians at Westgate Center and one and one-half (1.5) Health Technician Float to fill vacancies, attend field trips with ESE students, and work where needed during the school year.

#### 2. Manner of Service Provision

- a. The responsibilities of Health Technicians shall include:
  - i. Assisting with medication administration
  - ii. Administering minor first aid
  - iii. Performing clean catheterizations
  - iv. Performing enteral feedings
  - v. Performing/assisting with blood glucose monitoring
  - vi. Notifying Registered Nurse or Principal of acutely ill or injured students
  - vii. Performing random drug screening as requested
  - viii. Completing head lice interventions (including detection, parent education and screening for re-admission to school)
  - ix. Performing CPR/AED as needed
  - x. Reviewing student health records for compliance with mandated school entry health requirements
  - xi. Documentation and data reporting of services provided in clinic according to established policy and procedure
  - xii. Communicating with registered nurse, school personnel or parent/guardian as needed for care of student
  - xiii. Utilizing community contacts for additional resources as needed
  - xiv. Assisting Supervisory RN in the health screenings of students: hearing, vision, scoliosis, BMI and subsequent follow up referrals as requested
  - xv. Performing specialized medical procedures for ESE students at school sites or on field trips after receiving child specific training and delegation of tasks by registered nurse
  - xvi. Maintaining a clean, stocked school clinic
  - xvii. Complying with confidentiality requirements of the School District of Escambia County and Pediatric Services of America, Inc.
  - xviii. Completing forms as requested by District for Medicaid billing purposes
  - xix. Ensuring that all paperwork generated in clinic will be dispersed following established policy and procedure
  - xx. Providing health education as directed by the Registered Nurse
  - xxi. Performing other related duties as assigned

- b. School Health Technicians will include those who meet the following minimal qualifications: Graduation from high school or hold a GED, and hold current CPR certification (Infant/Child/Adult/AED) as well as completion of First Aid training. In addition individuals applying for employment under the program must complete mandatory PSA Healthcare in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.
- c. The Provider shall ensure the Health Technicians performing these 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 Florida Nurse Practice Act.

# 3. Payment for Services

The Board shall make payment to the Provider for services provided as listed in the Attachment for a total dollar amount not to exceed sixty-seven thousand, nine hundred sixty-eight dollars and ninety-five cents (\$67,968.95) subject to the availability of funds.

- a. Health Technician at Escambia Westgate Center:
  - i. Two hundred five (205) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) hour
  - iv. Number of positions: two (2)
- b. Health Technician Float
  - i. One hundred eighty-seven (187) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) hour
  - iv. Number of positions: one and one-half (1.5)
- c. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

#### ATTACHMENT IV

AGREEMENT FOR LICENCED PRACTICAL NURSE FOR EXCEPTIONAL STUDENT EDUCATION SCHOOL HEALTH SERVICES BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### Services to be provided

The Provider will ensure the provision of one (1) Licensed Practical Nurse at Holm Elementary during the school year.

#### 2. Manner of Service Provision

- a. The responsibilities of the Licensed Practical Nurse will be those outlined in Attachment III with the additional skilled nursing responsibilities of:
  - i. Sterile Catheterization
  - ii. Cleaning, maintaining, and suctioning of a tracheostomy
  - iii. Performing any other invasive procedure not prohibited by the Nurse Practice Act, Chapter 464, F.S.
  - iv. Triaging and evaluating student health needs under the direction of the Registered Nurse
  - v. Assisting Registered Nurse in the development of Individual Health Care Plans.
- b. The Licensed Practical Nurse shall meet the following qualifications: hold a current license in the State of Florida, pediatric and/or school health experience is preferred. In addition all Licensed Practical Nurses must complete PSA Healthcare mandatory in-services and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.
- c. The Provider shall ensure the staff performing these 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 Florida Nurse Practice Act.

# 3. Payment for Services

The Board shall make payment to the Provider for services provided as listed in the Attachment for total dollar amount not to exceed twenty-seven thousand, one hundred twelve dollars and twenty-five cents (\$27,112.25) subject to the availability of funds.

- a. Licensed Practical Nurse:
  - i. One hundred eighty-five (185) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of twenty dollars and fifty-five cents (\$20.55) per hour

- iv. Number of positions: one (1)
- b. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

#### ATTACHMENT V

AGREEMENT FOR REGISTERED NURSES FOR THE EXCEPTIONAL STUDENT EDUCATION SCHOOL HEALTH PROGRAM BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

# 1. Services to be provided

The Provider will ensure the provision of four (4) Registered Nurses to provide services to students in the Exceptional Student Education program during the school year. In addition, one (1) Program Coordinator and one (1) Assistant Program Coordinator to be shared equally with the Basic and Title I School Health Programs.

# 2. Manner of service provision

- a. The responsibilities of the Registered Nurse will be those of outlined in Attachment IV with the additional responsibilities of :
  - Following and enforcing school policies and procedures affecting the health, safety and well-being of employees and students in the school health setting
  - ii. Ensuring Individual Health Care Plans are completed for medically needy students; including meeting with health technicians, principals, guidance counselors, teachers and parents in order to adequately complete the individual Health Care Plan for students in the Exceptional Student Education program.
  - iii. Participating in Individualized Education Plan meetings as available
  - iv. Ensuring completion of required screenings per Florida Statute 381.0056(5)(a)6-9; and subsequent referrals and follow-up documentation
  - v. Ensuring completion of vision and hearing screenings for students referred for evaluation to determine eligibility for Exceptional Student Education placement
  - vi. Consulting with physicians relevant to student's health problems
  - vii. Ensuring completion/implementation of in-service education of clinic staff
  - viii. Coordinating interviews with Principals as needed to ensure appropriate staffing of each school clinic
  - ix. Providing education to school staff as requested by the District
  - x. Providing child specific training and delegation of procedures to Health Technician/District Staff as needed in the provision of health related services
  - xi. Ensuring Health Technicians file school health documentation and ensure documentation accuracy in accordance with agency policy and procedures
  - xii. Ensuring submission of monthly reports/billing for School Health Technicians
  - xiii. Assessing and evaluating performance standards and documentation of school clinic staff and school clinic environment

#### xiv. Performing written/verbal counseling as needed

b. The Program Coordinator will have additional responsibilities including:

- i. Providing oversight and coordination of the School Health Program as outlined in the contract established by PSA Healthcare and the School District of Escambia County including: Basic School Health program, ESE School Health program and Title 1 School Health program
- ii. Participating in the School Health and Wellness Advisory Council as part of the on-going monitoring process for program outcomes and quality improvement
- iii. Supervising and coordinating the health services needed for the Extended School Year for students with Disabilities as outlined in established contract
- iv. Researching and utilizing community contacts for additional healthpromoting resources as needed to provide optimal assistance to students
- v. Performing verbal/written counseling to supervisory program staff as needed
- vi. Organizing and coordinating annual in-services and training for all program staff; ensuring all required components are included
- vii. Providing coverage in clinics when substitutes are not available
- viii. Assisting RN Supervisors in interviewing and filling positions with qualified, competent employees for all staff positions requested for this contract
- ix. Maintaining professionalism in all communications and appearance
- x. Annually revising (if needed) and submitting contract to the District in a timely manner
- xi. Engaging in frequent communication with Director of PSA Healthcare to ensure issues are solved in an expedient manor and seeking assistance as needed
- xii. Performing other duties as assigned by the Director of PSA Healthcare— Pensacola to enhance school program and ensure compliance to District and State policies
- xiii. Supervising and coordinating the health services needed for Exceptional Education Students who require one-on-one nursing care
- c. The Assistant Coordinator will have additional responsibilities including:
  - Providing assistance to the Director to ensure that all directives of the established school contracts are met by completing delegated tasks in a timely manor
  - ii. Communicating frequently with the Program Director regarding any issues arising in the program
  - iii. Providing direct oversight of the Registered Nurses working within the Basic School Health Program, ESE School Health Program and Title I School Health Program
- d. The Registered Nurses shall meet the following qualifications: Hold a current license in the State of Florida and hold current CPR certification

(Infant/Child/Adult/AED). Pediatric or previous school health experience is preferred. In addition, individuals applying for employment under the program must complete mandatory in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.

# 3. Payment for Services:

The Board shall make payment to the Provider for services provided as listed in this Attachment for total dollar amount not to exceed One hundred ninety-three thousand, four hundred fourteen dollars and ninety-three cents (\$193.414.93) subject to the availability of funds.

#### a. Registered Nurse:

- i. One hundred eighty-eight (188) days
- ii. Seven (7) hours per day
- iii. Bill rate of twenty-six dollars and three cents (\$26.03) per hour
- iv. Number of positions: two (2)

# b. Registered Nurse at Escambia Westgate Center:

- i. Two hundred five (205) days
- ii. Seven (7) hours per day
- iii. Bill rate of twenty-six dollars and three cents (\$26.03) per hour
- iv. Number of positions: one (1)

# c. Registered Nurse at Holm Elementary:

- i. One hundred eighty-eight (188) days
- ii. Eight (8) hours per day
- iii. Bill rate of twenty-six dollars and three cents (\$26.03) per hour
- iv. Number of positions: one (1)

# d. Program Coordinator:

- i. Eighty-six and sixty-six hundredths (86.66) days
- ii. Eight (8) hours per day
- iii. Bill rate of thirty-four dollars and twenty-five cents (\$34.25) per hour
- iv. This position is shared equally with Basic and Title I School Health Services
- v. Number of positions: one third (1/3)

#### e. Assistant Coordinator:

- i. Eighty-six and sixty-six hundredths (86.66) days
- ii. Eight (8) hours per day
- iii. Bill rate of thirty-two dollars and twenty cents (\$32.20) per hour
- iv. This position is shared equally between Basic, ESE and Title I School Health Services

- v. Number of positions: one third (1/3)
- f. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

#### ATTACHMENT VI

# AGREEMENT FOR HEALTH TECHNICIAN FOR TITLE I SCHOOL HEALTH SERVICES BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of one (1) Health Technician to work at the McMillan Pre-K Center during the school year.

#### 2. Manner of Service Provision

- a. The responsibilities of Health Technician shall include:
  - i. Assisting with medication administration
  - ii. Administering minor first aid
  - iii. Performing clean catheterizations
  - iv. Performing enteral feedings
  - v. Performing/assisting with blood glucose monitoring
  - vi. Notifying Registered Nurse or Principal of acutely ill or injured students
  - vii. Completing head lice interventions (including detection, parent education and screening for re-admission to school)
  - viii. Performing CPR/AED as needed
  - ix. Reviewing student health records for compliance with mandated school entry health requirements
  - x. Documenting and reporting services provided in clinic according to established policy and procedure
  - xi. Communicating with registered nurse, school personnel or parent/guardian as needed for care of student
  - xii. Utilizing community contacts for additional resources as needed
  - xiii. Assisting Supervisory RN in the health screenings of students: hearing, vision, , BMI and subsequent follow up referrals as requested
  - xiv. Performing specialized medical procedures for students after receiving child specific training and delegation by registered nurse
  - xv. Maintaining a clean, stocked school clinic
  - xvi. Complying with confidentiality requirements of the School District of Escambia County and Pediatric Services of America, Inc.
  - xvii. Completing forms as requested by District for Medicaid billing purposes
  - xviii. Ensuring that all paperwork generated in clinic will be dispersed following established policy and procedure
  - xix. Providing health education as directed by the Registered Nurse
  - xx. Performing other related duties as assigned
- b. School Health Technicians will include those who meet the following minimal qualifications: Graduation from high school or hold a GED, hold current CPR

certification (Infant/Child/Adult/AED), as well as completion of First Aid training. In addition individuals applying for employment under the program must complete mandatory PSA Healthcare in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.

c. The Provider shall ensure the Health Technician performing these 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 Florida Nurse Practice Act.

# 3. Payment for Services

The Board shall make payment to the Provider for services provided as listed in the Attachment not to exceed eighteen thousand, four hundred thirty-three dollars and thirty cents (\$18,433.30) subject to the availability of funds.

- a. Health Technician:
  - i. One hundred eighty-seven (187) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of thirteen dollars and seventy cents (\$13.70) per hour
  - iv. Number of positions: one (1)
  - v. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

#### ATTACHMENT VII

# AGREEMENT FOR REGISTERED NURSES FOR THE TITLE I SCHOOL HEALTH PROGRAM BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of three (3) Registered Nurses to serve Pre-K students during the school year; in addition, one (1) Program Coordinator and one (1) Assistant Program Coordinator to be shared equally with the ESE and Basic School Health Programs.

# 2. Manner of service provision

- a. The responsibilities of the Registered Nurse will be those outlined in Attachment IV with the additional responsibilities of:
  - Following and enforcing school policies and procedures affecting the health, safety and well-being of employees and students in the school health setting
  - ii. Ensuring Individual Health Care Plans are completed for medically needy students; including meeting with health technicians, principals, guidance counselors, teachers and parents in order to adequately complete the individual Health Care Plan
  - iii. Ensuring all program related screenings are completed, including referrals and follow-up documentation
  - iv. Ensuring completion of vision and hearing screenings for students referred for evaluation to determine eligibility for Exceptional Student Education placement
  - v. Consulting with physicians relevant to student's health problems
  - vi. Participating in school and parent contacts as needed including home visits if necessary
  - vii. Participating in the Home Visitor Program meetings at school sites: providing health screenings, consultation, referrals and follow-up for health needs of children as identified
  - viii. Ensuring completion/implementation of in-service education of clinic staff
  - ix. Providing education to school staff as requested by the District
  - x. Providing child specific training and delegation of procedures to Health Technician/District Staff as needed in the provision of health related services
  - xi. Providing health education classes to Pre-K students to include: hand washing, nutrition and dental health
  - xii. Providing parent workshops as available

- b. The RN assigned to McMillan Center will have the additional responsibilities of:
  - i. Coordinating interview with Principal as needed to ensure appropriate clinic staffing of the McMillan Pre-K Center
  - ii. Ensuring the Health Technician documents school health services accurately and files school health documentation in accordance with agency policy and procedure
  - iii. Ensuring submission of monthly reports/billing for Health Technician
  - iv. Performing weekly, or as needed, on site school clinic visits to assess and evaluate performance standards, documentation and environment
  - v. Performing written/verbal counseling as needed
  - vi. Participating in Family Night programs at the McMillan Center (after hours) up to 6 times a year
- c. The Program Coordinator will have additional responsibilities including:
  - i. Providing oversight and coordination of the School Health Program as outlined in the contract established by PSA Healthcare and the School District of Escambia County including: Basic School Health program, ESE School Health program and Title 1 School Health program
  - ii. Participating in the School Health and Wellness Advisory Council as part of the on-going monitoring process for program outcomes and quality improvement
  - iii. Supervising and coordinating the health services needed for Summer Voluntary Prekindergarten program as outlined in established contract
  - iv. Researching and utilizing community contacts for additional healthpromoting resources as needed to provide optimal assistance to students
  - v. Performing verbal/written counseling to supervisory program staff as needed
  - vi. Organizing and coordinating annual in-services and training for all program staff; ensuring all required components are included
  - vii. Providing coverage in clinics when substitutes are not available
  - viii. Assisting RN Supervisors in interviewing and filling positions with qualified, competent employees for all staff positions requested for this contract
  - ix. Maintaining professionalism in all communications and appearance
  - x. Annually revising and submitting contract to school district in a timely manner
  - xi. Engaging in frequent communication with Director of PSA Healthcare to ensure issues are solved in an expedient manor and seeking assistance as needed
  - xii. Performing other duties as assigned by the Director of PSA Healthcare Pensacola to enhance school program and ensure compliance to District and State policies

- d. The Assistant Coordinator will have additional responsibilities including:
  - Providing assistance to the Director to ensure that all directives of the established school contracts are met by completing delegated tasks in a timely manor
  - ii. Communicating frequently with the Program Director regarding any issues arising in the program
  - iii. Providing direct oversight of the Registered Nurses working within the Basic School Health Program, ESE School Health Program and Title I School Health Program
  - iv. Providing medication administration education, child specific training and delegation of procedures to school staff as needed in the provision of health related services as requested by the District for the Summer Voluntary Prekindergarten program
  - v. Providing health screenings for students and record reviews during the Summer Voluntary Prekindergarten program
- e. The Registered Nurses shall meet the following qualifications: Hold a current license in the State of Florida and hold current CPR certification (Infant/Child/Adult/AED). Pediatric or previous school health experience preferred. In addition, individuals applying for employment under the program must complete mandatory in-service and training. The Provider will furnish evidence that individuals to be employed successfully pass screening for child abuse/neglect and drug/alcohol use and be cleared of any criminal background through a fingerprint check.

# 3. Payment for Services:

The Board shall make payment to the Provider for services provided as listed in this Attachment for total dollar amount not to exceed one hundred fifty thousand, three hundred and three dollars and eighty-two cents (\$150,303.82) subject to the availability of funds.

- a. Registered Nurse:
  - i. One hundred eighty seven (187) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of twenty-six dollars and three cents (\$26.03) per hour
  - iv. Number of positions: two (2)
- b. Registered Nurse:
  - i. One Hundred eighty eight (188) days
  - ii. Seven (7) hours per day
  - iii. Bill rate of twenty-six dollars and three cents (\$26.03)
  - iv. Number of positions: one (1)
- c. Program Coordinator:
  - i. Eighty-six and sixty-six hundredths (86.66) days

- ii. Eight (8) hours per day
- iii. Bill rate of thirty-four dollars and twenty-five cents (\$34.25) per hour
- iv. This position is shared equally between Basic, ESE and Title 1 School Health Services
- v. Number of positions: one third (1/3)
- d. Assistant Coordinator:
  - i. Eighty-six and sixty-six hundredths (86.66) days
  - ii. Eight (8) hours per day
  - iii. Bill rate of thirty-two dollars and twenty cents (\$32.20) per hour
  - iv. This position is shared equally between Basic, ESE and Title 1 School Health Services
  - v. Number of positions: one third (1/3)
- e. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

#### ATTACHMENT VIII

# AGREEMENT FOR ONE-ON-ONE NURSES FOR THE EXCEPTIONAL STUDENT EDUCATION SCHOOL HEALTH PROGRAM BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY AND PEDIATRIC SERVICES OF AMERICA, INC.

#### 1. Services to be provided

The Provider will ensure the provision of nursing staff at the skill level required to provide one-on-one services to students in the Exceptional Student Education program during the school year as needed.

#### 2. Manner of service provision

The responsibilities of the nursing staff shall include the one—on-one care of a medically fragile student. Riding the bus to and from school may be required.

# 3. Payment for Services:

The Board shall make payment to the Provider for services provided as listed in this Attachment for total dollar amount not to exceed seventy thousand dollars (\$70,000.00) subject to the availability of funds.

#### a. Licensed Practical Nurse:

- i. Bill rate of twenty dollars and fifty-five cents (\$20.55) per hour
- ii. Number of positions, days, hours per day to be determined by the Exceptional Student Education Director.

#### b. Registered Nurse:

- i. Bill rate of twenty-six dollars and three cents (\$26.03) per hour
- ii. Number of positions, days, hours per day to be determined by the Exceptional Student Education Director.
- c. The District will pay four (4) hours reporting time for any nurse who shows up for work and was not cancelled at the appropriate "call off "time. Call off time is two (2) hours prior to a shift.
- d. Retention Bonus: Two hundred fifty dollars (\$250.00) per person upon completion of employment of each full semester

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspend-ed, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)