

Agreement between
The School Board of Hamilton County, Florida, and
North Florida Pediatrics, P.A.

This Agreement ("Agreement") is made and entered this 1st day of September, 2018 between The School Board of Hamilton County, Florida, ("School Board") and North Florida Pediatrics, P.A. ("Provider"), with its principal office at 1859 S.W. Newland Way, Lake City, Florida 32025.

- I. **Purpose.** The purpose of this Agreement is to establish a relationship between the School Board and the Provider to assist the School Board in implementing the healthcare component of a grant program titled "Schools of Hope – Whole School Transformation Model" ("Grant") issued by the Florida Department of Education, Office of Grants Management, Room 332, Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400; and other matters reasonably within the contemplation of the Scope of Services set forth in II below .
- II. **Scope of Services.** Provider shall place, as needed, a Physician, a Physician Assistant ("PA") or a Nurse Practitioner ("ARNP") in the Hamilton County Elementary School ("School") for the two-year term of the Grant. The Physician, PA or ARNP will practice in the healthcare facility at the School to foster family and community partnerships for the health needs of the students. The Physician, the PA or the ARNP will provide (a) health appraisals, including, as needed, sick visits, well student and sports physicals; (b) preventative dental screenings and, for students younger than six years old, provide prophylaxis fluoride applications subject to any duplicative services provided by the Florida Department of Health; (c) growth development and behavioral screenings and other developmental screenings as necessary; (d) health counseling for students and

families; (e) referrals and follow up for suspected or confirmed health problems; (f) medication management and administration; (g) CLIA waived laboratory services as deemed medically necessary for rapid strep test, rapid flu test, hemoglobin testing, lead testing, hemoglobin A1C, lipid screening, urine analysis, and blood glucose screening; (h) assist the School Board in developing the detailed plan focused on delivering evidence-based mental healthcare treatment to children required under Section 1011.62(16)(a)1, Florida Statutes, which states in Section 1011.62(16)(b)2., Florida Statutes that the plan must include coordination with a student's primary care provider; (i) assist the School Board in developing, amending, and implementing the School Board's School Health Services Plan under Section 381.0056, Florida Statutes, and 64F-6.002, Florida Administrative Code.

III. Onsite Services. The Services described in Paragraph II will in part attempt to decrease chronic student absences due to health reasons and be provided onsite at the School. These services will allow students to be seen at School for most healthcare needs rather than missing school to seek medical attention. It is expected that the students will be more successful in academics because they attend School consistently. The program site will exclusively be Hamilton County Elementary School for the remainder of 2018 and into the school calendar year 2019.

IV. Recordkeeping. The Provider will keep adequate records and supporting documentation regarding this Agreement and the implementation of the healthcare component of the Grant. The Provider shall make available to authorized representatives of the School Board, as allowed by law, all records for audit and inspection purposes. All records and documentation created by the Provider shall be retained by the Provider for a minimum of

the times set forth for the records in question in General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education from the date of termination of this Agreement. The Provider will comply with Attachment A to the "Agreement Between North Florida Pediatrics, P.A. and The School Board of Hamilton County, Florida" ("Agreement") re: Maintenance and Public Access to Records which is attached to and made a part of this Agreement by reference. The Parties will work together to the extent authorized by law to ensure that HIPAA records and Education Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the School Board.

- V. Data Sharing. The Provider will work in collaboration with the School Board personnel to allow sharing of appropriate data necessary to meet the Grant requirements, to provide care to students under this Agreement, and to provide any reports or updates to parents and school personnel. Protected Health Information confidentiality under Florida and Federal Law will be respected by the Provider and the School Board. The School Board will work in collaboration with the Provider to allow sharing of appropriate data necessary to meet the Grant requirements and to provide any reports or updates to parents and school personnel. Education Records as defined in the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, and Section 1002.221, Florida Statutes, are confidential and exempt. The Provider and the School Board shall cooperatively develop a written procedure for sharing and maintaining the confidentiality of the Protected Health

Information and Education Records and will each educate their respective staff of these obligations regarding FERPA and HIPPA. The School Board shall ensure that the Provider and employees have reasonable access to student's assessment and data necessary for providing services to students and parents.

- VI. Statement of Assurance. During the performance of this Agreement, the Provider and all of its employees will respect the current Policies of the School Board in the Policy Manual found at Hamilton.fl.com, which includes but is no limited to policies that as follows: All School Board campuses including the School are drug and smoke-free environments. No drugs, alcohol or smoking are allowed at any time in any building or grounds of School Board property. No students, staff, visitors, contractors, subcontractors are to use drugs on any School Board property. The Provider and all of its employees shall respect the policy of the School Board that there shall be no discrimination against any person because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, mental status, sexual orientation, gender or age. Provider must comply with applicable federal and Florida laws including Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977, as amended. This Statement of Assurance shall be interpreted to include veterans of all wars or conflicts in which the United States has engaged and disabled veterans. Provider and all of its employees shall abide by and be subject to all applicable School Board policies, regulations, statutes and other laws regarding conflict of interest. Provider shall not hire any School Board employee to perform any services under this Agreement and affirms, to the best of its knowledge, no such conflict presently exists. Provider shall alert the School Board in writing if and when a potential conflict does arise. Provider shall observe all Board policies, regulations and

state and federal laws, including FERPA, and Sections 1002.22 and 1002.221, Florida Statutes, related to the confidentiality and exempt nature of Education Records . The Provider shall ensure that all personnel used to provide services under this Agreement and on School Board premises have been: (a) fingerprinted; (b) submitted to a criminal background check via live scan or a similar service as required by Florida law; and (c) take a tuberculosis test. The Provider also agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Sections 1012.465, et seq., Florida Statutes (2017), as conducted by the School Board at Provider's expense, and will wear a School Board issued vendor i.d. badge. If members of the Provider's staff have Level II clearances registered with another Florida school board, they may be able to obtain a School Board vendor i.d. badge. The Provider will have its staff contact Philip H. Pinello Assistant Superintendent and Director of Administrative Services for the School Board or his designee to obtain or verify such clearance and obtain a School Board vendor I.D. badge.

- VII. Insurance. Provider shall provide the School Board with proof of General Liability Insurance that names the School Board as an additional insured and provide proof of Medical Malpractice liability insurance for all services provided to pupils and provide a certificate showing the School Board as a certificate holder and meeting all the requirements set forth in Attachment B to the "Agreement Between North Florida Pediatrics, P.A. and The School Board of Hamilton County, Florida" ("Agreement") re: Insurance Requirements under the Agreement which is attached to and made a part of this Agreement by reference.

- VIII. Required Documents. Provider may not commence providing services until it has submitted all screening documents or license documents showing that all employees who will provide services have been fingerprinted, have successfully completed a criminal background check and have tuberculosis clearance as provided in VI. Statement of Assurance above.
- IX. Period of This Agreement. The Agreement shall become effective on the date the last Party's authorized representative to affixes and dates their signature to this Agreement below and shall be in force up to and including June 30, 2019, unless terminated earlier under the provisions of paragraph XI of this Agreement.
- X. Compensation. Depending on the requirements of the Grant, it is anticipated that the total compensation for the professional and technical services to be provided by Provider shall be \$43,684. It is understood that not all of those funds may be expended due to the delay in starting the program.
- XI. Termination of Agreement. The School Board or the Provider may terminate this Agreement without cause by delivering written notice to the other Party at least 30 days before the date on which termination is to be effective. At any time during the term of this Agreement, if either Party breaches or fails to perform its responsibilities and obligations under the terms of this Agreement and the defaulting Party fails to correct such deficient performance to the reasonable satisfaction of the other Party within fifteen calendar days after receipt of written notice specifying the deficiency, the non-defaulting Party may terminate this Agreement by giving written notice to the other.

XII. Responsibilities of School Board.

- A. The School Board shall provide all reasonably necessary space within the Healthcare Facility at the School (the "Clinic") to allow the Provider's employees to provide the services covered by this Agreement. Included in the space will be all necessary temporary or permanent barriers to ensure patient confidentiality and privacy. The Provider's staff shall work cooperatively with the School Board's staff and the Florida Health Department staff to assure that the Clinic is appropriate for the Provider to render the health services to the students under this Agreement and for School Board staff to render services in the Clinic.
- B. The School Board shall provide necessary services to maintain the space including janitorial services, maintenance, utilities, and technology support. The IT staff of the School Board will work with staff of the Provider to ensure that any School Board server used by Provider will have "beyond what is needed anti-hacking software." If such software is not available, then the Provider will use its own server, subject to the provisions of V. Data Sharing above.
- C. The School Board shall be responsible for appropriate disposal of all biohazard materials or waste and provide Provider with a receipt for the appropriate disposition of biohazard materials or waste generated at the Clinic. The Provider's staff shall work cooperatively with the School Board and the Florida Health Department staff to assure that the School Board has an appropriate written procedure detailing the appropriate collection and the disposition of biohazard materials or waste at the Clinic and how to obtain an appropriate receipt for the biohazard materials or waste, all in compliance with applicable law.

- D. The School Board shall be responsible for obtaining consent forms signed by parents of all students who are willing to be seen or treated by the Provider's staff. A template for the consent form shall be furnished to the School Board by the Provider. For the remainder of the school year 2017-2018, the Provider and School Board shall determine and develop a written procedure for the most appropriate way for the School Board to obtain consent forms signed by parents to allow each student to be treated by a Physician, PA or ARNP as necessary. This written procedure will include the most appropriate way for urgent situations a parent of a student may call the School Board to give oral permission for care, or email or text permission for care, or send a note with the student when the student comes to School. If a teacher sends a student to the Clinic and there is a condition for which the clinician must see the student on an emergency basis, a note will be sent home with the student or the parent will be called and emailed to explain what treatment or examination was done and if applicable that a prescription has been sent to a pharmacy and what the prescription was.
- E. The School Board and the Provider will, as needed, make presentations to or open dialogue with the School Board, parent representatives or the Parent Teacher Organization.

XIII. Hold Harmless/Indemnity. In no event will the School Board's liability under this provision XIII. Hold Harmless/Indemnity provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Subject to these contractual monetary limitations and the defenses contained in Section 768.28, Florida Statutes (2017), to the extent that sovereign immunity has been waived by the Florida Legislature,, each Party shall

indemnify and hold harmless the other Party for and from any claims, causes of action or any other proceedings or any type or kind of claim made against the other Party where such claim, cause of action or other proceeding arises solely from the conduct, act, omission or commission by the first Party.

- XIV. Indemnification Requirements. The Provider shall indemnify and hold harmless School Board from all claims, suits, judgments or damages including court costs and attorney fees arising out of the negligent or intentional acts or omissions of Provider and its agents, subcontractors and employees in the course of providing services to School Board. Provider shall, to the extent provided under Florida Statute §768.28, defend the School Board against any claims or suits upon receiving timely written notification from School Board about a claim or suit arising out of the negligent or intentional acts or omissions of Provider and its agents, subcontractors and employees in the course of providing services to School Board. In the circumstances where School Board and Provider commit joint negligence and intentional acts then School Board shall not be liable for, nor have any obligation to defend Provider, with respect to the part of the joint negligent or intentional act committed by Provider. In no event shall School Board be liable for or have any obligation to defend against such claims, suits, judgments, damages, court costs or attorney fees arising out of the sole negligent or intentional acts of Provider. Nothing in this paragraph shall be interpreted to expand or enlarge contractually or otherwise the scope of the Waiver of Sovereign Immunity for State Agencies as provided in Florida Statute §768.28 and School Board and Provider do not consent to be sued other than as provided by Florida Law.

XV. Severability. If any part of this Agreement is found invalid or unenforceable by a Court of competent jurisdiction in Hamilton County Florida, such invalidity or unenforceability shall not have an effect on the other parts of this Agreement if the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and the intentions of the Parties continue to be effective.

XVI. Language and Form. The form of this Agreement or any of the language contained in this Agreement shall not be interpreted or construed in favor of or against either Party to this Agreement as the drafter of this Agreement.

XVII. Notice. All Notices required or allowed by this Agreement, shall be in writing and shall be delivered at the following address:

School Board

Provider

Rex L. Mitchell, Superintendent

Pamela Santelices, M.D.F.A.A.P., Medical Director

Hamilton County School District

North Florida Pediatrics, P.A.

5683 US HWY 129S, Suite 1

1117 NW HWY 41, Suite B

Jasper, Florida 32052


Jasper, Florida 32052

Notice shall be deemed to have been given upon (a) receipt by the recipient if personally delivered; or (b) one day after delivery by a recognized overnight courier delivery service such as FedEx or United Parcel Services; or (c) by email delivery to rex.mitchell@hamiltonfl.com and spsantelices@nflpediatrics.com with electronic proof that the email as sent was opened by the recipient.

XVIII. Modification. This Agreement may be amended or modified only by a written instrument properly signed by the Superintendent or his designee after approval by the School Board at a publicly noticed meeting and by an authorized representative of the Provider with the

XIX. Complete Agreement. This Agreement with Attachments A and B consisting of a total of 15 pages, constitutes the entire Agreement between the Parties.

Provider


Samuel Santelices, M.D.
Medical Director
North Florida Pediatrics, P.A.
 _____, 2018

Rex L. Mitchell
Rex L. Mitchell, Superintendent of
Schools for the School District of
Hamilton County, Florida,
9/11, 2018

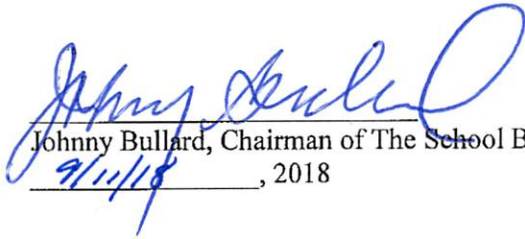
Attachment A to the "Agreement Between North Florida Pediatrics, P.A. and The School Board of Hamilton County, Florida" ("Agreement") re: Maintenance and Public Access to Records

The Provider shall comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act, as follows:

1. The Provider shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement;
2. The Provider shall provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law;
3. The Provider shall upon request from the appropriate School Board custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law;
4. The Provider shall ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the School Board;
5. The Provider shall not collect an individual's social security number unless the Provider has stated in writing the purpose for its collection. The Provider collecting an individual's social security number shall provide a copy of the written statement to the School Board and otherwise comply with applicable portions of Section 119.071(5), F.S.;
6. The Provider shall meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Provider upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board;
7. If the Provider does not comply with a public records request, the School Board shall enforce the Agreement provisions in accordance with this Agreement;
8. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT. THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT IS SUPERINTENDENT REX L. MITCHELL,**

TELEPHONE NUMBER (386) 792-7802, EMAIL ADDRESS:
Rex.Mitchell@hamiltonfl.com; MAILING ADDRESS: THE SCHOOL
DISTRICT OF HAMILTON COUNTY, FLORIDA, 5683 SOUTH US
HIGHWAY 129, SUITE 1, JASPER, FLORIDA 32052.

School Board



Johnny Bullard, Chairman of The School Board of Hamilton County, Florida
9/11/18, 2018



Rex L. Mitchell, Superintendent of Schools for the School District of Hamilton County, Florida,
9/11/18, 2018
Provider



Samuel Santelices, M.D.
Medical Director
North Florida Pediatrics, P.A.
_____, 2018

APPROVED BY HAMILTON SCHOOL BOARD

ON



9/11/18
SUPERINTENDENT

Attachment B to the "Agreement Between North Florida Pediatrics, P.A. and The School Board of Hamilton County, Florida" ("Agreement") re: Insurance Requirements under the Agreement:

GENERAL LIABILITY

1. North Florida Pediatrics, P.A. ("Provider") shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. As work performed under the Agreement will require contact with students Provider's insurance coverage must include sexual abuse and molestation. Provider will provide this coverage under its professional liability insurance below.
3. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Provider shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Provider agrees to maintain workers compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Provider for The School Board of Hamilton County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION

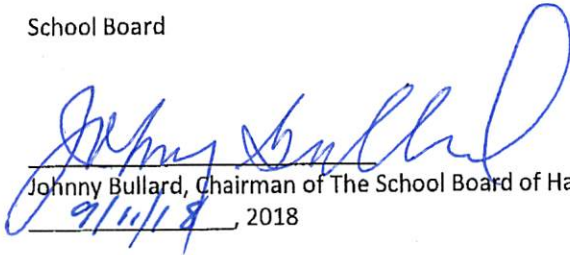
1. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given under the Agreement to the School Board except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the School Board.
2. Such notice shall be sent directly to the School Board at the addresses in the Agreement.
3. If any insurance company refuses to provide the required notice, Provider or its insurance broker shall notify the School Board of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt by Provider or its insurance broker of insurer's notification to that effect. In any event Provider will give notice to the School Board of any cancellation, suspension, non-renewal, or replacement of any insurance thirty (30) days before it becomes effective.

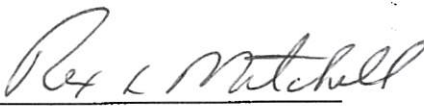
PROFESSIONAL LIABILITY

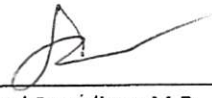
1. Provider shall maintain professional liability insurance with a minimum limit of \$500,000 each claim and \$1,500,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the Agreement.

2. As work performed under the Agreement will require contact with students, Provider's insurance coverage must include sexual abuse and molestation.
3. Provider must provide proof of coverage for up to three (3) years after the completion of the project.
4. Provider agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Provider of its liability and obligations under the Agreement.

School Board


Johnny Bullard, Chairman of The School Board of Hamilton County, Florida
9/11/18, 2018


Rex L. Mitchell, Superintendent of Schools for the School District of Hamilton County, Florida,
9/11/18, 2018
Provider


Samuel Santelices, M.D.
Medical Director
North Florida Pediatrics, P.A.
_____, 2018

APPROVED BY HAMILTON SCHOOL BOARD
ON 9/11/18

SUPERINTENDENT