AGREEMENT BETWEEN
THE SCHOOL BOARD OF COLLIER COUNTY (Board)
AND
NCH HEALTHCARE SYSTEM (NCH)
JULY 1, 2020 THROUGH JUNE 30, 2021

This Agreement is made and entered into this 17th day of April 17, 2020 by and between the Board and NCH upon the following considerations, to-wit:

WHEREAS, the parties have previously entered into a contract for the provision of a school nurse program and high school athletic trainer services at the Collier County Public Schools, which is set to expire on June 30, 2020, and

WHEREAS, the Board and NCH have agreed that NCH will provide services for the school nurse program for the 2020-2021 school year on the terms and conditions set forth herein,

NOW, THEREFORE, the Board and NCH hereby agree to the following:

1) This Agreement will be for a term of one school year commencing on July 1, 2020 and concluding on June 30, 2021. This Agreement may be renewed for two (2) additional one-year periods provided the price schedule remains unchanged, or price increase/decrease is negotiated at a price acceptable to NCH and the Board.

2) The District reserves the right to terminate this Agreement at any time and for any reason, upon giving no less than one hundred twenty (120) days prior written notice to the other party.

3) NCH may terminate this contract at any time and for any reason upon written notice to the Superintendent of Schools at least 120 days prior to the effective date of termination.

4) NCH will provide the school health nurse staffing for the Collier County Public Schools as set forth below:
   a. For school year 2020-2021, NCH will, at a minimum, provide school health staff as outlined in Attachment A. Specific allocations to individual schools will be determined based upon student needs and school enrollment and will be mutually agreed upon.
   b. Changes in the level or type of staffing shall be mutually agreed upon by both parties.

5) The Board will pay NCH for the school health staff as set forth below:
   a. For the 2020-2021 school year the Board will pay NCH no more than $2,937,620.45, subject to any adjustments due to staff absences and vacancies that are not covered by per diem or float staff with like credentials (same certification or greater).
i. If a vacancy or absence is staffed for less than 6 hours, NCH will reimburse CCPS at the scheduled rate in Attachment A for the hours missed.

ii. If a vacancy or absence is covered by a less credentialed staff member than the staff member normally assigned to the school, NCH will reimburse the difference in rate in Attachment A times the number of hours missed.

iii. This amount will be payable in ten (10) equal installments with the first payment due on August 3, 2020 and the tenth payment due on May 3, 2021.

b. NCH staff assigned to District schools will report and notify any planned or unplanned absence to the school principal, the assistant principal of curriculum and instruction, the school office manager and the CCPS Director of Health and Nursing the day prior to or the morning of the absence.

c. Each school day a daily report of absences and changes will be provided to the Health Services Director, and each Principal and Officer manager of the school(s) impacted.

d. For subsequent school years and any extensions, the cost of the program will be mutually agreed upon by both parties, allowing for adjustments per MCPI.

Responsibilities of NCH:

A. Program Deliverables

NCH will provide nursing services, health-related training, documentation, case management, and other services as outlined below, utilizing staff as noted on Attachment A of this Agreement.

1. Provide professional school health services, supervision and oversight for the regular school year for all students, in grades Pre-Kindergarten through grade 12, including those with disabilities. Services to be provided in accordance with the District’s School Health Services Manual and include, but are not limited to:

   a) Assessment and management of acute and chronic health conditions, including case finding, referral and follow-up;
   b) Assessment, treatment and management of accidents and injuries, including triaging students and providing first aid as needed;
   c) Administration of medications, including emergency medications, per School Board policies and procedures;
   d) Provision of required physician-prescribed nursing treatments and procedures for students with health conditions that include, but are not limited to: diabetes, allergies, asthma, epilepsy, ADHD; spina bifida; cerebral palsy;
   e) Disease surveillance, monitoring and reporting;
   f) Documentation of all health services provided in the District’s electronic health record system, and on paper logs, if indicated;
g) Maintenance of student health information and records per Florida statute and District procedures;

h) When requested, vision screening, referrals and follow-up as needed;

i) Ensure that student health needs are addressed by completing the following:
   i) Identify students with known/reported health conditions by generating historical reports from the student information system and nursing documentation program;
   ii) Review Annual Student Emergency Information Forms for all students and input/update information in District's electronic health record system;
   iii) Develop Individualized Health Care Plans and Emergency Action Plans, and lists of other students with chronic health conditions; share with school administrators and other staff on a need to know basis;
   iv) Generate reports of students with health conditions requiring emergency action plans and provide to school administration and other staff on a need to know basis;
   v) Generate reports of students with individualized health care plans and provide to ESE Program Specialist monthly;
   vi) Provide required general and child-specific health training and information to all appropriate staff. Education may include, but not be limited to: anaphylaxis awareness, diabetes and other chronic health conditions; and be consistent with the Nurse Practice Act, chapter 64B9-14, delegation of tasks or activities.
   vii) Provide necessary training, periodic monitoring and other health-related information for designated health room back-up employees at each school.
   Training to include medication administration, emergency medication training, and child-specific student trainings.
   viii) Provide updated training to all necessary school staff as changes are made to student health plans;
   ix) Document and monitor delivered training by NCH school health nursing staff per District procedure;
   x) Provide referrals to school and community-based providers, to include case management services electronic and verbal communications, as needed;
   xi) Generate and review immunization reports at the beginning of the school year and at least monthly. Follow-up with those requiring immunizations;
   xii) Collaborate with school data entry clerk and Principal regarding exclusion
   xiii) Participate in regularly scheduled meetings and/or meetings as requested by school or District, including IEP, 504, pre-k assessment and staffing, and mental health team meetings

2. Participate in completion of the Florida Department of Health Annual School Health Services Report and the biennial School Health Services Plan.

3. Participate in any Florida Department of Health Program Monitoring Visits.

4. Complete and submit District required reports of medical emergencies, per District procedures.

5. Complete and submit required school health reports.

6. Collaborate with school Principal regarding all possible student exclusions due to
health conditions and related issues.

7. Participate in and submit documentation necessary for the District to bill Medicaid for school health services provided to Medicaid eligible students with individualized educational programs.

8. School health staff shall monitor adequacy and expiration of first aid supplies and emergency equipment.


B. Staff/Personnel Deliverables

1. The School Health Director will provide supervision of all school health nursing services and school health staff.

2. The School Health Director will coordinate with District Director of Health Services to determine level and frequency of coverage to be provided at each school.

3. RNs and LPNs will work 8 hours per day, and SHAs will work 7.5 hours per day, in accordance with school schedule, and approved Attachment A.

4. School Nurse Coordinators will work 8.0 hrs. per day.

5. Staff will participate in District professional development for 1.5 days during preservice week.

6. NCH will ensure skills competency, including administration of emergency medications and vital signs for RNs, LPNs, and SHAs prior to the start of school.

7. All staff will complete District required confidentiality, computer access, and other forms, annually, and as otherwise required.

8. All RNs and LPNs must maintain current and clear licensure in compliance with Florida Law and the Florida Board of Nursing.

9. The School Health Director will maintain documentation of current CPR certification for all NCH school health nurses.

10. The School Health Director will maintain documentation of current CPR and First Aid certification for all SHAs.

11. All staff must complete Level 2 background screening per District policy and procedures.

12. The School Health Director will review, update, and ensure accuracy of the School Health Assistant Training Program annually, with input from District Director, Health Services.

13. The School Health Director will provide orientation and skills competency checks for all new staff; provide annual and regularly scheduled staff development activities for all staff:
   a. Professional development to include, at a minimum: federal and state program requirements; state statutory requirements related to school health; Board policies and procedures.

14. Ensure that all staff are trained and knowledgeable regarding all Florida Laws, to include The Family Education Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA) and District policies...
and procedures related to school health and student welfare.

15. NCH will make every effort to replace vacated positions with staff within a reasonable time of the date the position was vacated.

16. The School Health Director will coordinate with the School District to ensure health clinic coverage by float/back-up personnel for staff absences/vacancies.
   a. Adequate substitute coverage will be provided when regularly scheduled staff is not available.

17. School nurses will serve as a health resource to students, parents and district partners.

18. School health staff will partner with the DOH and/or other approved organizations to coordinate screening and other school health services with other District partners, as requested.

19. Ensure that all services required by this contract and required by Florida Statute are provided.

20. Provide health education related to health wellness as requested and agreed upon by NCH and CCPS Directors.

21. NCH will ensure availability of a physician to serve as a consultant regarding school health issues as needed. The physician/consultant will be contacted by the Director of the NCH School Health Program.

22. Nursing services for summer school will be contracted separately.

23. NCH will ensure that an RN will be available for training and monitoring of the Districts School Age Child Care Program (SACC) on a year round basis, including summer school and ESY, pursuant to FAC 65-22-008 and FS 402.3025; which statute sets forth the delegation of tasks and/or activities.

A. Technology and Software

District will make available computers, printers and other technology required for completion of job responsibilities.

District will provide access to select electronic school health documentation software; appropriate portions of the District’s student information system, and other programs as needed.

B. Training

District will provide any training necessary for use of District provided software.

C. Payment for Services

District agrees to pay invoices within 30-days of submission, following review by both parties.

D. Right to Dismiss

Board shall have the right to reject an NCH employee as unsuitable without showing cause. If the Board should make any such rejection decision, the Board will inform NCH in writing of its reason(s) accordingly. If Board deems an individual provided by NCH is incompetent, has engaged in misconduct, or has been negligent, the Board may require such Personnel to leave the premises and will notify NCH immediately.
Mutual Responsibilities:

Neither NCH nor the Board will discriminate on the basis of age, race, color, national origin, religion, sex, disability or any other category protected by law.

Any problems or concerns regarding the provisions of this Agreement shall be discussed with the identified District and NCH representatives. District authorizes its Director, Health Services to serve as its representative, and NCH authorizes its Director of the NCH School Health Program to serve as its representative.

Both parties agree to meet at least bi-weekly to review the status of the school health program.

Confidentiality:

The District and NCH will both maintain confidentiality of student educational records, as defined by FERPA.

NCH agrees to preserve the confidentiality of programmatic and personally identifiable student health information and not to disclose any information received except as required by law.

Insurance:

NCH will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering acts or omissions which may give rise to liability for services under this Agreement. NCH will provide a current certificate of insurance evidencing such coverage.

Indemnification:

NCH will be responsible for any and all claims, liabilities, damages and/or judgments which may arise as a result of NCH’s own negligence and willful misconduct. NCH shall hold harmless and indemnify the Board and District against any claims, liabilities, damages and or judgments which may be asserted against, imposed upon or incurred by the Board or the District as a result of the negligence or intentional wrongdoing of NCH or its school health staff. NCH shall submit to the Board proof of insurance coverage upon request.

Payment:

1. NCH will submit a monthly invoice accompanied by a report of all staff absences by position, date(s) of absences, locations, and substitute coverage provided. Invoice is to be sent to:
   Karie Haertling, Budget Manager
Collier County Public Schools  
5775 Osceola Trail  
Naples, Fl 34109  

2. In the event of absences/vacancies which are not covered by at a minimum, a like,(same certification), per diem/float staff member, the monthly fee will be prorated by the applicable daily rate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written with the intent to be legally bound.

THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA (BOARD)  
By: ___________________________ Date: ________________  
   Board Chairman

This contract was reviewed and approved by Mr. Jon Fishbane, Attorney for Superintendent/School Board  

[Signature]  
Jon Fishbane  
Date: 4/30/20

NCH HEALTHCARE SYSTEM, INC (NCH)  
By: ___________________________ Date: __________________

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## School Nurse Services– SY 2020-21

### Proposed Cost and Allocation of Services

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>Contracted Days</th>
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</thead>
<tbody>
<tr>
<td>RN School Nurse Coordinator (8 hours/day)</td>
<td>2</td>
<td>187</td>
</tr>
<tr>
<td>RN (8 hours/day)</td>
<td>28</td>
<td>185</td>
</tr>
<tr>
<td>Float RN (8 hours/day)</td>
<td>4</td>
<td>185</td>
</tr>
<tr>
<td>LPN (8 hours/day)</td>
<td>9</td>
<td>185</td>
</tr>
<tr>
<td>SHA (7.5 hours/day)</td>
<td>12</td>
<td>182</td>
</tr>
<tr>
<td>Dedicated RN Director for direct reporting/contact with CCPS Health Services Director</td>
<td>1</td>
<td>Year round</td>
</tr>
<tr>
<td>RN Per Diem (8 hours/day)</td>
<td>2-4</td>
<td>As needed for coverage</td>
</tr>
<tr>
<td>On-Call SACC Coverage by RN</td>
<td>Included in total allocation above</td>
<td>Year round (NCH Director or another on-call RN)</td>
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### Reimbursement schedule:

<table>
<thead>
<tr>
<th>Position</th>
<th>Reimbursement Rate</th>
<th>Number of Positions</th>
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</thead>
<tbody>
<tr>
<td>RN</td>
<td>$42.00/hour</td>
<td>32</td>
</tr>
<tr>
<td>LPN</td>
<td>$30.36/hour</td>
<td>9</td>
</tr>
<tr>
<td>SHA</td>
<td>$19.16/hour</td>
<td>12</td>
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