

AGREEMENT BETWEEN
THE SCHOOL BOARD OF COLLIER COUNTY (BOARD)
AND
NCH HEALTHCARE SYSTEM (NCH)
JULY 1, 2015 THROUGH JUNE 30, 2018

This Agreement is made and entered into this 10th day of March 2015 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 or about June 30, 2015, and

WHEREAS, the District has previously submitted requests for proposals from possible vendors, and

WHEREAS, the responses to those proposals have been received and analyzed, and as a result, the selection committee unanimously recommended NCH, and

WHEREAS, the Board and NCH have therefore agreed that NCH will provide services for the school nurse program and high school athletic trainer services for the 2015-2018 school years based 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 three school years commencing on July 1, 2015 and concluding on June 30, 2018. The Agreement may be renewed for two (2) additional one-year periods provided the price schedule remains unchanged, or the 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 thirty (30) days prior written notice to the other party.
- 3) NCH may terminate this contract, at any given time, upon written notice to the Superintendent of School, or the Superintendent's designee, at least 120 days prior to the effective date of termination.
- 4) NCH will provide the school nurse and high school athletic trainer staffing for the Collier County Public Schools as set forth below:
 - a. For the school years occurring during the term of this Agreement, NCH will, at a minimum, staff the school nurse program utilizing the level of staffing 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. For the school years occurring during the term of this Agreement, NCH will staff the athletic trainer program for the District area high schools as outlined in Attachment A.
 - c. Changes in the level or type of staffing shall be mutually agreed upon by both parties.
- 5) The District will pay NCH for the school nursing services and high school athletic trainers as set forth below:
- a. For the 2015-2016 school year the District will pay NCH \$2,625,273.00 subject to any adjustments based on long term staff absence and consistent with the terms and conditions of any letter of agreement between the parties in connection with the Intergovernmental Transfer Program.
 - b. For subsequent school years included in this agreement as well as any extensions, the Board will allow an applicable adjustment to account for the increase in the Bureau of Labor Statistics Medical CPI (MCPI) not to exceed 5% per annum and any costs that arise to support district expansion and the addition of new schools.
- 6) **NURSING SERVICES** include general health services, as well as services to eligible students with disabilities identified under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act (IDEA). Health services provided to regular education students and students with disabilities in the school health room may include:
- a. Assessment and management of acute and chronic health conditions within the school setting 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 as prescribed by a student's healthcare provider and authorized by the student's parent or guardian and maintaining appropriate medication documentation.
 - d. Administration of emergency medications.
 - e. Provision of required physician prescribed nursing treatments for students with acute and chronic health conditions. Health conditions that may require intervention include but are not limited to: diabetes, allergies, asthma, epilepsy, ADHD, cardiac conditions.
 - f. Diabetes care, including insulin administration, may be provided by NCH School Health Assistants upon completion of required training and in accordance with district procedures as mutually agreed upon by the District and NCH.
 - g. Referral and follow-up of emergency health issues and acute or chronic health problems. Coordinate and link to community resources.
 - h. Assistance in the prevention and identification of communicable diseases through education, early detection, monitoring and reporting of contagious diseases.
 - i. Development of Individual Healthcare Plans as indicated.

- j. Participation as health specialist in Problem-Solving, Section 504, and Individual Educational Plan (IEP) Team meetings.
 - k. Vision screening for students referred by school personnel
 - l. Assistance with follow-up of health screening results and referrals
- 7) Training for health related interventions:
- a. Training in medication administration, administration of emergency medications and other health related procedures for district unlicensed assistive personnel and other professional and paraprofessional personnel.
 - b. Child-specific training for unlicensed assistive personnel and school staff as needed by a Registered Nurse.
 - c. Mandated staff education on health related issues, such as anaphylaxis awareness, as needed or as requested by district or school administration.
 - d. Monitor compliance with required CPR and first aid training and inform designated school staff of availability of District training opportunities.
- 8) Management of health records and documents, assessment of immunization and general health status:
- a. Initial and ongoing review of immunization records and follow-up.
 - b. Evaluation of physical examination records.
 - c. Review and management of annual student emergency health information.
 - d. Maintain student health information and records per Florida statute and district procedures.
 - e. RNs will develop Individualized Health Care Plans per district procedure.
 - f. Participate in Medicaid billing per district procedures.
 - g. Management and referral for community based health interventions.
 - h. Documentation of student encounters and services provided per district procedures.
 - i. Maintain log of all visits to the school's health room.
- 9) Other services to be provided:
- a. School nurses shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.
 - b. Completion of district required reports related to medical emergencies.
 - c. Completion and submission of reports as requested by district.
 - d. School health staff will be knowledgeable about available community resources and district partners.
 - e. School health staff will serve as a health resource to students, parents, and school personnel.
 - f. Assistance with school-based wellness activities as requested.
 - g. Participation in health education activities in the classroom as requested by school administration.

- h. Assist district administration with the planning, review and implementation of health services procedures, policies and program goals as included in the School Health Services Manual.

10) Related Service: School Health Services - In addition to the above school health services delivered to students in the general school population, students with disabilities with a valid Individual Education Plan (IEP) or Section 504 Plan may also receive additional services:

- a. Students may have medical conditions that require professional health care assessment and interventions that could include but are not limited to:
 1. Catheterization.
 2. Gastric Tube Feeding.
 3. Seizure Precautions and management.
 4. Brace Application.
 5. Dressing Changes.
 6. Medication Administration.
 7. Nebulizer Treatments.
 8. Chest Physiotherapy.
 9. Tracheotomy Care.
 10. Oxygen Administration.
 11. Suctioning.
 12. Intermittent Positive Pressure Breathing.

11) NCH agrees to provide professional development for the school health services personnel hired under this agreement to include, but not be limited to: the areas of various federal program requirements (Individuals with Disabilities Education Act, Section 504 Rehabilitation Act), state statutory requirements as they relate to school health, the Board's health policies and procedures and developing positive relationships with schools.

12) NCH will provide substitute coverage when regularly scheduled school health staff is not available. NCH will schedule staff and maintain adequate substitute personnel to provide all contracted services.

- a. NCH will submit a monthly invoice accompanied by a report of staff absences and substitute coverage provided to the District Administrator for Health Services.
- b. In the event of absences/vacancy exceeding ten (10) continuous days, and if a per diem/float nurse is not used to fill the vacancy, the monthly fee will be pro-rated by the applicable daily rate.
- c. See Attachment B for substitute coverage.

13) NCH will provide a physician to serve as a consultant on school health issues as needed. The physician/consultant will be contacted solely by coordinator or higher level leadership of the District and/or NCH.

14) **ATHLETIC TRAINER SERVICES:** The athletic trainer at each high school will provide athletic training services for the school's sports programs in the following order of priority:

football, wrestling, lacrosse, basketball, baseball, softball, soccer, track and field, cross country, volleyball, tennis, swimming and golf. Athletic trainer services will be provided at all football practices.

- 15) In addition to the seven district high schools, athletic trainer services will be provided for Everglades City School on a limited basis. Services will include the administration of ImPact testing for participating athletes in designated sports, coverage at some or all home contests in Volleyball, Basketball, Baseball and Softball (up to 50 site visits), and the diagnosis, treatment, and rehabilitation of injuries on an as-needed basis. Trainers will also instruct selected school staff on sports-related first aid, the proper treatment of injuries, and advise as to necessary training room supplies needed.
- 16) Athletic trainer services will be provided for all on-campus interscholastic athletic contests including: volleyball, football, basketball, soccer, wrestling, softball, baseball, lacrosse, track and field. Weekend / Holiday tournaments sponsored by district schools will be covered by school ATC's using flex time. ATC's will provide training services for athletic contests held locally at off campus sites hosted by CCPS schools. Time period to be determined through cooperation of the ATC and Activities Coordinator.
- 17) NCH's athletic training program shall be under the supervision of a medical professional. This supervision may either be direct or indirect supervision that is provided by either an RN or physician.
- 18) Professional And Personal Qualifications:
 - a. All RNs, LPNs, and Athletic Trainers are professionally licensed and/or certified in compliance with Florida Law and national accrediting bodies (copies of licensure are on file and are available upon request). All school health and athletic trainer personnel complete of a training program and retain current certification in CPR. Additionally, School Health Assistants complete and retain certification in first aid.
 - b. Nursing services provided are consistent with professional standards of school nursing care as recommended by the National Association of School Nurses and outlined in the School Health Services Plan for Collier County, the Collier County School Health Services Manual, and applicable Florida statutes. These services comply with all the medical and ethical requirements imposed by the State of Florida and any other applicable federal, state or local regulatory agency.
 - c. All RNs, LPNs, Athletic Trainers, and SHAs are fluent in oral and written English and proficient in basic math skills. Additionally, some school health staff members have bilingual capabilities. All staff has a working knowledge of Microsoft Office programs.
 - d. All school health staff is required to pass the background screening required by the Florida Department of Education, and School Board Policy 1121.01 prior to working with students as required for all Collier County Public Schools personnel.
 - e. See ATTACHMENT B for PERSONNEL AND SUPERVISION.

- 19) 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 the 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, its school health staff or its athletic trainers. NCH shall submit to the Board proof of insurance coverage upon request.
- 20) The parties agree to work together and meet at least bi-weekly to review the school nursing and athletic trainer programs and to discuss strategies for improving the programs as necessary.
- 21) NCH agrees to preserve the confidentiality of information and not to disclose any information received except as required by lawful authority.
- 22) NCH school nursing staff will record nursing documentation entries in a format agreed upon by District staff in compliance with the requirements for Medicaid billing.
- 23) NCH nurses will work a schedule day of 7.5 hours per day/37.5 hours per week not to exceed 190 days. School nurses are employed only on days schools are open, and work on early release days.
- 24) NCH athletic trainer services will be delivered during a 40-hour week not to exceed 190 days. Trainers will establish their schedules in consultation with the high school's activity coordinator. Contracted services shall include services during the calendar year plus a negotiated period of pre and post-preparatory training and orientation days if necessary.
- 25) Summer school nurses and high school athletic trainers are not included in this contract and are contracted separately, but shall be provided under the same pricing structure as this agreement.
- 26) Notice shall be by hand delivery or mailing the same by registered or certified mail to:

As to the Board:	As to NCH:
School District of Collier County	NCH Healthcare Systems, Inc.
Attn: Superintendent	Attn: CEO
5775 Osceola Trail	350 7 th St. North
Naples, FL 34109	Naples, FL 34102
- 27) This agreement constitutes the entire agreement of the parties and is intended to be complete and exclusive of the matters set forth in this agreement.

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.

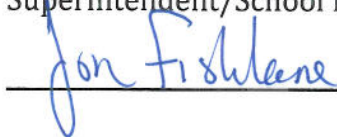
THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA (Board)

By: _____
Chairman - Kathleen Curatolo

Attest: _____

Date: _____

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



Date: Feb. 23, 2015

NCH HEALTHCARE SYSTEM, INC. (NCH)

By: _____
Chief of Staff - Kevin Cooper

Attest: _____

Date: _____

ATTACHMENT A – School Nurse and High School Athletic Trainer Services**Cost and Allocation of Services**

Hourly and annual salary for all Registered Nurses, Licensed Practical Nurses, School Health Assistants, and Athletic Trainers for SY 2015-2016.

Staff	7/1/15- 6/30/16 Hourly Rate	7/1/15- 6/30/16 Annual Salary	FT E	Contracted Days	Cumulativ e Cost
RN Department Director (salaried)	\$63.41	\$132,210*	1	Full Year	\$132,210
RN School Nurse Coordinator (salaried)	\$48.78	\$69,512*	2	185	\$139,023
RN School Nurse Lead	\$47.64	\$66,101*	3	185	\$198,302
RN	\$46.14	\$64,019*	12	185	\$768,231
Float RN	\$46.14	\$64,019*	1	185	\$64,019
Per Diem RN	\$46.14	\$64,019*	1	185	\$64,019
LPN	\$27.27	\$37,837*	11	185	\$416,208
LPN Float (free)	\$27.27	\$37,837*	1	185	0
SHA	\$17.21	\$23,879*	14	185	\$334,304
SHA (free)	\$17.21	\$23,879*	1	185	0
AT Coordinator (salaried)	\$41.10	\$62,472*	1	190	\$62,472
Head Athletic Trainers (salaried)	\$38.65	\$58,748*	7	190	\$411,236
Per Diem AT	\$38.65	\$58,748*	0.6	190	\$35,249
Total					\$2,625,273

Staffing assignments will be based upon student needs. Changes in staff type, allocation, and distribution may change as mutually agreed upon by Collier County Public Schools and NCH in order to meet student needs throughout the District.

***Annual Salary is inclusive of benefits and Administrative costs.**

ATTACHMENT B – School Nurse and High School Athletic Trainer Services**Personnel and Supervision**

- 1) All school health personnel delivering services possess:
 - a. a current and valid Florida License/Certificate for the appropriate staff member(s) discipline.
 - b. at least one year of experience in their related discipline. (Two years' experience is preferred in the appropriate discipline, including one year in the provision of appropriate services to a pediatric population.
 - c. NCH job descriptions are available for contract personnel upon request.
- 2) School Health Assistants, at a minimum, shall possess a high school diploma or equivalent and successfully complete a training program conducted by NCH and approved by the district.
- 3) RN supervision will be provided to oversee all nursing services, in-services, and case management needed for either basic or identified students with disabilities throughout the district. Supervisory nursing staff is to include at a minimum:
 - a. One (1) full time RN Director of School Nursing and Athletic Training Programs
 - b. Two (2) full time RN School Nurse Coordinators
 - c. Full time RN School Health Lead Nurses—number of positions based upon District needs and determined through mutual agreement by CCPS and NCH.
- 4) Adequate substitute school coverage will be provided for school health nursing services, and will include at a minimum:
 - a. Multiple RN per diem nurses to equal no more than one (1) FTE
 - b. One (1) full time Float RN
 - c. One (1) full time Float LPN
 - d. Use of RN School Health Lead personnel to staff schools as needed
 - e. Use of RN School Nurse Coordinators to staff schools as needed
- 5) Athletic Training supervision will be provided to oversee all athletic training services, in-services and case management needed for student athletes throughout the district. Supervisory athletic training staff is to include at a minimum:
 - a. One (1) full time RN Director of School Nursing and Athletic Training Programs
 - b. One (1) full time Certified Athletic Training Coordinator
- 6) Adequate substitute school coverage will be provided for athletic training services, and will include at a minimum:
 - a. Multiple per diem athletic trainers to equal no more than 0.6 FTE

- b. Use of the Certified Athletic Training Coordinator to cover events and practices as needed
- 7) Athletic trainers will practice under a written protocol established between the athletic trainer and a supervising physician, pursuant to all applicable Florida statutes and rules.