

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 14, 2015

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

Director of Information Technology – Josh Williams:

1. The Superintendent recommends approval of the official Suwannee County District Schools Student Enrollment Information Packet for 2015-2016. (A copy is available for review in the office of the Director of Information Technology.) (pg. 2)

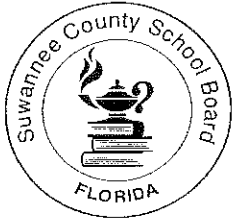
Director of Human Resources – Dr. Bill Brothers:

2. The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2015-99 Affiliation Agreement School-Based Services between the
Suwannee School District and Trenton Medical Center, Inc.,
d/b/a Palms Medical Group (New) (pgs. 3-9)

Adjourn

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/UMD*
FROM: Josh Williams, Director of Technology *JRW*
DATE: April 8, 2015
RE: Agenda Item for the April 14, 2015, Special Board Meeting

RECOMMENDATION:

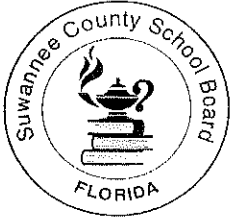
The Superintendent recommends approval of the 2015-2016 Official Enrollment Packet for student enrollment in Suwannee County public schools.

BACKGROUND:

The Enrollment Packet will be used by all Suwannee County District public schools to enroll new students. The Enrollment Packet was developed in coordination with School Registrars / MIS personnel, Guidance Counselors, and Transportation staff.

JRW/db

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MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/MSD*

FROM: Dr. Bill Brothers, Director of Human Resources *BB*

THRU: Vickie Music DePratter, Chief Financial Officer *VMD*
Dr. Jimmy Wilkerson, Principal of Branford High School *JW/BB*

DATE: April 7, 2015

RE: Agenda Item for April 14, 2015, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2015-99 Affiliation Agreement School-Based Services between the Suwannee School District and Trenton Medical Center, Inc., d/b/a Palms Medical Group (New) (pg.)

BACKGROUND:

Palms Medical Group provides sports physicals for Branford High School athletes. In order to continue these services, they have requested that this contract be initiated with the District. There is no expense to the District or the student athletes. The District is responsible for providing the facility to provide the services.

**AFFILIATION AGREEMENT
SCHOOL-BASED SERVICES**

This Agreement (the "Agreement") is entered into on the 14th day of April, 2015 by and between the Suwannee School District (hereinafter referred to as "District") and Trenton Medical Center, Inc., d/b/a Palms Medical Group, a Florida not for profit corporation (hereinafter referred to as "PMG").

RECITALS

The District is a unit of government in Suwannee County, Florida established pursuant to Section 1001.30 of the Florida Statutes and is responsible for the control, organization and administration of the schools in Suwannee County, Florida.

This District has the sole power to contract for the provision of services to schools that are under its jurisdiction in Suwannee County, Florida.

The District desires to make available to its students certain primary and preventative health care services including, but not limited to, student physicals.

PMG is a Federally Qualified Health Center that specializes in the delivery of primary health care services in Suwannee County, Florida.

The District desires to contract with PMG in order to provide the below listed services to the students at schools under the District's supervision.

The Parties Agree As Follows:

1. Term.

This Agreement shall govern the relationship of the parties for an initial 1 (One) year period and shall take effect on April 14, 2015. It is anticipated that the Agreement shall continue beyond the initial term and therefore shall automatically renew for successive one (1) year terms thereafter, unless otherwise terminated or amended, as provided herein.

2. Obligations of PMG.

PMG shall provide limited preventative and primary health care services to the District's students. Such services shall include;

- a. Limited Student Physicals/Sports Physicals – (provided by Physicians, Physician Assistants, and Advanced Registered Nurse Practitioners)
- b. Immunization Services – (addressing immunizing students against infectious illnesses)

The above referenced services shall be provided at any one of the school locations listed on Exhibit A. The parties shall determine the scheduling of the above services with the individual school principals and/or coaches.

3. Obligations of District.

The District shall make available to PMG sufficient space within a respective school to allow PMG to provide the services listed in Section 2. The District, via the individual schools, will assist PMG in distributing relevant information to the parents of students regarding the services to be provided as well as assist PMG in obtaining appropriate written consent for the services to be provided.

4. Compensation.

PMG will not seek compensation for sports physicals provided under this Agreement. In the event PMG preforms an immunization clinic for the district an Addendum for compensation will be added to this agreement and signed by both parties, prior to PMG performing any services.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PMG is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle the District to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by District. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations.

PMG agrees that it will not be treated by the District as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required. PMG hereby agrees to indemnify and hold the District harmless against any costs, charges or claims which may arise out of the failure to perform obligations or discharge the liabilities referenced in this section.

6. Professional Services.

It is expressly acknowledged by the parties to this Agreement that PMG employees and contractors providing services under this Agreement are duly licensed to in the State of Florida to provide the services contemplated in this Agreement. It is further acknowledged by the parties that PMG's employees shall perform all professional medical services provided to patients of the District consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients. .

7. Professional Liability Insurance.

PMG has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the

PMG's employees, as well as the PMG itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon twenty (20) days written notice, at any time after the expiration of the initial year of this Agreement,

8.2 Termination for Cause.

- a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of ten (10) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless that parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. Waiver.

The waiver by the District of the breach of any provision of this Agreement by the PMG shall not operate or be construed as a waiver of any subsequent breach by the PMG.

10. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to District at:

Jerry A. Scarborough
702 2nd Street, NW
Live Oak, FL 32064

addressed to the PMG at:

Anita H. Riels, CEO
23343 NW CR 236
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

11. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

15. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

17. Warranties by PMG.

PMG has warranted that; (a) None of its employees license to practice as licensed professional in the State of Florida, or in any other State, has never been suspended or revoked at any time, unless and except as disclosed to District in writing prior to executing this Agreement; and (b) PMG has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PMG know of any threatened or pending administrative or legal action by any governmental agency involving PMG, unless and except as disclosed to the District in writing prior to the execution of this Agreement. (c) PMG and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs. PMG shall indemnify and hold harmless the District from any and all liability which may arise from breach of any warranty made above, including the payment of the reasonable attorney fees incurred by the District investigating and defending any action, claim, investigation or inquiry, whether such action be well founded or not.

18. Public Records.

To the extent required by §119.0701, Florida Statute (2014), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

19. Sovereign Immunity.

Nothing contained in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

SUWANNEE SCHOOL DISTRICT

By: _____
Jerry A. Scarborough

As its: Superintendent of Schools

Date: _____

By: _____
Ed daSilva

As its: Board Chairman

Date: _____

PALMS MEDICAL GROUP

By: _____

As its: _____

Date: _____

EXHIBIT A

Service Locations:

Branford High School
405 NE Reynolds
Branford, FL 32008