

**AGREEMENT TO PROVIDE
PHYSICAL/OCCUPATIONAL/SPEECH THERAPY SERVICES**

**THE SCHOOL BOARD OF SARASOTA COUNTY
AND
ACCOUNTABLE HEALTHCARE STAFFING, INC.**

This Contract is entered into February 21, 2017, effective as of February 6, 2017, by and between, ACCOUNTABLE HEALTHCARE STAFFING, INC., hereinafter referred to as "the VENDOR", and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as "the BOARD".

WITNESSETH:

WHEREAS, the VENDOR employs personnel who are dutifully qualified to practice Physical/Occupational or Speech Therapy in the State of Florida; and

WHEREAS, the BOARD is in need of Physical/Occupational/Speech Therapy services for eligible ESE students; and

WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following described Physical/Occupational/Speech Therapy services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The VENDOR shall provide Services to eligible ESE students in the Sarasota County School District. The Administrator of the VENDOR and the Executive Director of Pupil Support Services, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services performed under this Agreement.
2. The VENDOR shall provide Physical/Occupational/Speech therapists and assistants licensed in the State of Florida to perform the Services set forth in Schedule "A" attached hereto and made a part hereof.
3. The BOARD shall perform the administrative functions set forth in Schedule "B" attached hereto. The BOARD shall provide equipment and Services as agreed upon by the VENDOR and the BOARD and listed in Schedule "B" attached hereto.
4. The VENDOR shall ensure that each employee provided by the VENDOR is licensed by the State of Florida in the performance of the Services provided herein during the term of this Agreement.
5. Employees of the VENDOR shall not provide private Physical/Occupational/Speech Therapy services to any ESE student of the BOARD receiving Services under the terms of this Agreement unless such therapy services have been mutually agreed to by the BOARD and the VENDOR.
6. The VENDOR will ensure that each of its employees assigned hereunder will be fingerprinted and have their background checked as provided in Sections 1012.32 and 1012.465 Florida Statutes. The VENDOR will work with staff of the BOARD to arrange mutually convenient times for staff of the BOARD to conduct the fingerprinting. The VENDOR shall bear the costs of the fingerprinting and background checks. A satisfactory background check, consistent with the requirements of Florida Statutes, is a

prerequisite for any employee of the VENDOR to be on school property or have access to students.

7. The BOARD, through the Executive Director of Pupil Support Services, or her designee, shall interview and approve employees of the VENDOR prior to their placement at a school district site. Should the BOARD request that an employee of the VENDOR be replaced, the VENDOR shall make every effort to provide a suitable replacement within thirty (30) day of the request.
8. The term of this Agreement shall commence on February 6, 2017 and expires on June 8, 2017, unless sooner terminated as hereinafter provided.
9. Services provided by the VENDOR and authorized by the BOARD shall be compensated at the following hourly rates:

Speech/Language Pathologists CCC SLP – Not to exceed \$57 per hour
Speech Language Pathologist Assistants – Not to exceed \$47 per hour
Physical Therapists – Not to exceed \$57 per hour
Occupational Therapists – Not to exceed \$57.00 per hour
School Psychologist – Not to exceed \$65.00 per hour

The standard contracted day will consist of seven (7) hours not including a thirty (30) minute duty free lunch. Services provided under this Agreement shall not exceed \$31,521.00 in total compensation. Each Physical/Occupational/Speech Therapist shall maintain a student schedule including the hours of service for each ESE student served. A monthly statement of services rendered by the VENDOR shall be submitted to the BOARD by the fifteenth (15th) of each month. Upon verification of the services, the BOARD will make payments to the VENDOR within fifteen (15) days from the date of receipt of the VENDOR's statement.

Statements should be mailed to:

The School Board of Sarasota County, Florida
Attn: Bookkeeper, Pupil Support Services Department
1960 Landings Boulevard
Sarasota, FL 34231

Payments should be mailed to:

Accountable Healthcare Staffing, Inc.
P.O. Box 732800
Dallas, TX 75373-2800

10. During the term of this Agreement, the VENDOR shall maintain public liability and malpractice insurance in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence; ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with the BOARD listed as a co-insured, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) workers' compensation insurance per accident. As evidence of such insurance coverage, the VENDOR shall furnish the BOARD with a Certificate of Insurance prior to commencing Services under this Agreement.
11. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. Any dispute

in connection with this Agreement may be submitted to arbitration if mutually agreed by both parties. Sole and exclusive jurisdiction for any action brought in connection with this Agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

12. The VENDOR shall hold harmless, indemnify, and defend the BOARD, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed, or recovered against or from the BOARD, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to affect, limit, or reduce the protection from suit afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied. Nothing herein shall require VENDOR to indemnify, defend, or hold harmless BOARD for acts, omissions, violations of law, willful misconduct or breaches of contract by BOARD, its agents, servants, or employees in their official and individual capacity.
13. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
14. The VENDOR will provide employees and services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by the Florida Department of Education, any other applicable regulatory agency, and shall comply with requirements of the Florida Department of Education and the BOARD pertaining to ESE students.
15. The VENDOR shall provide the BOARD with copies of the professional licenses of Physical/Occupational/Speech Therapists and assistants who provide Services under this Agreement.
16. The VENDOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the VENDOR under the terms of this Agreement.
17. Neither the VENDOR nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.
18. The Administrator or Chief Executive Officer of the VENDOR and the Superintendent of Schools, or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
19. The relationship between the BOARD and the VENDOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
20. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
21. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage pre-paid to the BOARD at 1960 Landings Boulevard, Sarasota, FL 34231, to the attention of the Executive Director of Pupil

Support Services, and to the VENDOR at ACCOUNTABLE HEALTHCARE STAFFING, INC. 999 Yamato Road, Suite 210, Boca Raton, FL 33431 or at such other address as either party may direct in writing.

22. VENDOR shall comply with Florida's Public Records Law including:
- a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d) meeting all requirements for retaining public records and transfer, at no cost, to the BOARD all public records in possession of the VENDOR 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 BOARD in a format that is compatible with the information technology systems of the BOARD.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____
Caroline Zucker, Chair

Approved for Legal Content
February 1, 2017, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

ACCOUNTABLE HEALTHCARE STAFFING, INC.

BY:  _____

Its: Andrew Goldwyn, General Counsel

February 3, 2017

SCHEDULE "A"

SERVICES PROVIDED BY OCUPATIONAL/PHYSICAL/SPEECH THERAPIST(S) IN ACCORDANCE WITH FLORIDA STATE LICENSURE REQUIREMENTS:

1. **Physical/Ocupational/Speech Therapy Evaluation and Treatment**
2. **Consultative Service as related to Physical/Ocupational/Speech Therapy**
3. **Evaluations and quarterly progress reports for each student served**
4. **Participation in IEP's and eligibility staffings as necessary**
5. **Meetings and consultation with parents related to student progress**
6. **Professional development activities as agreed upon by the Vendor and the Client**

NON-REIMBURSABLE ACTIVITIES:

1. **Sick days**
2. **Holidays**
3. **Vacation days**
4. **Lunch Time (30 minutes)**
5. **Continuing Education activities other than those included in Item 6 above**

SCHEDULE "B"

The BOARD will provide the Physical/Occupational/Speech Therapist(s) with the following:

1. ENVIRONMENT:
 - a) Adequate classroom space to conduct therapy activities
 - b) Utilities (lights, water, A/C)
 - c) Housekeeping

2. EQUIPMENT:
 - a) Mats
 - b) Sandbag weights
 - c) Walking adaptive equipment
 - d) Balls-balance boards (for coordination)
 - e) Small supplies as needed
 - f) Parallel bars
 - g) Assistive Technology equipment as appropriate
 - h) Classroom supplies as necessary
 - g) Other supplies or equipment as mutually agreed by the BOARD and the VENDOR

3. ADMINISTRATION:
 - a) Coordination of overall program
 - b) Communication with school district staff as appropriate