

180087

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
DEC
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7.10.17

Contact Name (Person Overseeing the Contract): **Terry D. Roth** Telephone Number: **904-529-4977**

School/Department Submitting Contract: **County Office/Exceptional Student Education**

Vendor Name: **Kindred Hospital North Florida**

Contract Title: **Kindred Hospital Agreement - FY 2017-2018**

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: Prior Year's Pricing: **N/A**

Contract Term: **July 1, 2017 - June 30, 2018** Renewal Option(s):

Contract Cost: **No Cost** Payment Schedule (Are the payments made monthly, when task is finished, etc.): **N/A**

Funding Source: **N/A**

Strategic Plan Tie-in Explanation: **Transition services for students ages 18-22 are required for students with disabilities in the Individuals with Disabilities Education Act (IDEA) grant.**

Background/Discussion/Research/Alternatives: **The clinical internship is being undertaken as the cornerstone of Project SEARCH. This is an international program model in which students learn relevant, marketable skills while immersed in the business (Kindred Hospital). Project SEARCH is a collaboration of several agencies serving young adults with developmental disabilities. The outcome of Project SEARCH is competitive employment in an integrated setting and participants experience total immersion in the workplace. This is the first Project SEARCH site in Clay County.**

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.

Completed Contract Review Form

Original Contract and all Terms & Conditions that apply with the Contract

N/A SIGNED SBCC Addendum A *

*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.

N/A Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum (If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

RECEIVED
JUL 12 2017
PURCHASING

Approvals	Comments	
Superintendent:	Approved	Denied
Review Date:		
District Attorney:	Approved	Denied
Review Date: 7/18/17		
Information & Technology:	Approved	Denied
Review Date: 7/20/17		
Finance:	Approved	Denied
Review Date: 7/19		
Insurance Certificate:	Approved	Denied
Review Date: 7/17/17		
Purchasing:	Approved	Denied
Review Date: 7/12/17		

Not Standard #

8/11/17 email Need: 1. COI 2. Paragraph 15 indemnity changed per email 3. Paragraph 16 must clarify "Florida" law + Venue Clay.

*Clay County District Schools provides the Insurance for this agreement.

emailed Dept our Request COI Form 7/12

still need Hospital's COI received but Not District Standard #

for Liability Defer Data *



CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)
12/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
1185 Avenue of the Americas, Suite 2010
New York 10036
646-572-7300

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED KINDRED HEALTHCARE, INC.
1344666 ATTN: NITA BLEVENS
680 SOUTH FOURTH STREET
LOUISVILLE KY 40202

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company - A XV	20443
INSURER B:	Arch Insurance Company - A+ XV	11150
INSURER C:	Comerstone Insurance Company	0
INSURER D:	Arch Indemnity Insurance Company	30830
INSURER E:		
INSURER F:		

COVERAGES KINHE03

CERTIFICATE NUMBER: 11591453

REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	N	N	HAZ3011743248-8	1/1/2017	1/1/2018	EACH OCCURRENCE	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ Included
	OTHER:						PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 500,000
							PRODUCTS - COMP/OP AGG	\$ Included
B	AUTOMOBILE LIABILITY	N	N	11CAB4974606(AOS) 11CAB4974706(MA)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$ XXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	N	N	CJC2017-1 Excess of HAZ 3011743248-8	1/1/2017	1/1/2018	EACH OCCURRENCE	\$ 4,500,000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,500,000
	DED RETENTION \$							\$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	11WC14974806(AOS) 14WC11001200 (CA,KY,MO,NY,TX)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	PROFESSIONAL LIABILITY CLAIMS MADE	N	N	HAZ 3011743248 - 8	1/1/2017	1/1/2018	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Ea Medical Incident \$500,000 Aggregate \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: KINDRED HOSPITAL - NORTH FLORIDA, 801 OAK STREET GREEN COVE SPRINGS FL 32043

CERTIFICATE HOLDER

CANCELLATION

11591453

KINDRED HOSPITAL - NORTH FLORIDA
801 OAK STREET
GREEN COVE SPRINGS FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A. Calabrese

**AGREEMENT TO PROVIDE
CLINICAL INTERNSHIP**

THIS AGREEMENT (the "Agreement") is made and entered into as of the 15th day of August, 2017, by and between Kindred Hospitals East, L.L.C. ("Kindred") and Clay County Schools ("Contractor").

RECITALS:

A. Kindred operates a hospital located in Green Cove Springs, FL known as Kindred Hospital North Florida ("Hospital").

B. Hospital and Contractor desire to contribute to the education of Contractor's Project SEARCH students ("Students") by providing the Students with the opportunity to participate in Hospital's clinical programs on the terms set forth herein.

C. Hospital and Contractor are parties to the following professional services agreements: Student Internship.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment of Students. Contractor may assign the following number of Students per semester for clinical observation and experience at Hospital: 8 Students per day shift, 0 Students per evening shift and 0 Students per night shift. Contractor will schedule Student hours, subject to Hospital approval. No Student shall be scheduled for more than 40 hours at the Hospital per week.

2. Undertakings of Contractor. Contractor agrees to perform the following duties:

a. Contractor will provide all necessary instruction and supervision of Students through its faculty members and associated personnel (the "Supervisors"). Patient care services will remain under the control of Hospital. The Supervisors shall attend periodic staff meetings as requested by Hospital to become familiar with current Hospital policies and procedures.

b. Contractor, its Supervisors and each Student will:

- i. adhere to the rules and regulations of Hospital;
- ii. participate fully in Hospital's quality improvement program (utilization review, quality improvement, infection control and risk management);
- iii. conduct all activities at Hospital in an acceptable manner under the profession's current standards;
- iv. satisfy the same physical examination requirements as are applied to Hospital employees and furnish written documentation of compliance;

v. maintain the confidential nature of information and records regarding patients and Hospital's business operations; and

vi. ensure that each and every patient has consented to Student's participation in their care or observation of the care delivery.

3. Undertakings of Hospital. Hospital agrees to perform the following duties:

a. Hospital will afford Students adequate opportunity for clinical exposure and experience subject to the terms and conditions of this Agreement.

b. Hospital will permit Students and Supervisors to use, at their own expense, dining facilities generally available to Hospital employees.

c. Hospital will advise Supervisors from time to time concerning any changes or additions to relevant Hospital policies and procedures.

4. Cooperation of Parties. Hospital and Contractor shall cooperate in providing a sound educational environment and quality patient care. Representatives of Hospital and Contractor will confer, at such times as are mutually agreed upon, to evaluate the clinical program.

5. Status of Parties and Students. Students are participants in an educational program and do not replace any regular staff. If Hospital or Contractor determines that a Student has violated any Hospital policies, procedures or regulations, breached applicable standards of care, breached the duty to maintain confidentiality, otherwise failed to satisfy any of the requirements set forth in Section 2 hereof or engaged in misconduct of any sort, Hospital or Contractor may remove the Student temporarily or permanently from the clinical observation and experience program at Hospital and from the Hospital premises. No Student, Supervisor or any employee, agent or representative of Contractor shall be considered an agent, employee, borrowed servant, joint venturer or partner with or of Hospital.

6. Insurance. Contractor shall have, for all periods of time pertinent to this Agreement, in effect for itself, and for the Students, Supervisors and all other employees, agents and representatives of Contractor involved with the clinical observation and experience program at Hospital ("Related Parties") comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence or claim and shall furnish to Hospital on or before the effective date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverages and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving Hospital at least thirty (30) days' written advance notice. Any deductibles or co-insurance are subject to approval by Hospital. Such insurance shall be primary with respect to any other insurance or self-insurance or other coverage available to Hospital. This covenant shall include the obligation to acquire "tail" coverage for any "claims made" policy as necessary until any applicable statute of limitation shall have expired. Contractor shall advise Hospital in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above.

Contractor shall also provide workers' compensation insurance for Contractor and the Related Parties to the maximum applicable statutory limits.

7. **Compliance.** Contractor acknowledges that it is aware of Kindred's compliance program and code of conduct. Contractor certifies that it has provided each of its employees and/or students performing services under this Agreement with a copy of the summary of the code of conduct, which requires that all services provided to Hospital be performed in an ethical and legal manner. Contractor certifies that it will fulfill its obligations under this Agreement in accordance with the standards set forth in the summary of the code of conduct.

8. **Parties' Relationship.** Contractor will at all times act as an independent contractor and not as a partner or agent of Hospital. Contractor will not act or hold itself out to third parties as a partner, employee, or agent of Hospital in the provision of services under this Agreement.

9. **Incurring Financial Obligation.** Contractor will not incur any financial obligation on behalf of Kindred or Hospital without the prior written approval of Kindred.

10. **Access to Books and Records.** Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Contractor will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations promulgated thereunder.

11. **Regulatory Requirements.** Hospital and Contractor will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, rules, and regulations of Hospital, the medical staff bylaws, the applicable standards of the Joint Commission, and all currently accepted and approved methods and practices. The parties expressly agree that nothing contained in this Agreement shall require Contractor to refer any patients to Hospital. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

12. **Term of Agreement and Termination.**

a. This Agreement shall be effective as of August 15th, 2017 for an initial term of one (1) year and annually shall be automatically renewed for a one (1) year period, under like terms, unless otherwise terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon the giving of thirty (30) days' written advance notice to the other. Such notice shall be effective upon delivery as follows:

To Contractor: Clay County Schools
900 Walnut St.
Green Cove Springs, FL 32043
904-284-6500

To Hospital: Kindred Hospital North Florida
801 Oak St.
Green Cove Springs, FL 32043
Attn: Chief Executive Officer

With a copy to: Kindred Hospitals East, L.L.C.
680 South Fourth Avenue
Louisville, KY 40202
Attn: President of Hospital Operations
cc: Chief Counsel, Hospital Division

b. Hospital may terminate this Agreement at any time upon the occurrence of any of the following:

- i. the inability, failure or neglect of Contractor or a Related Party in a material manner to properly perform a duty or duties under this Agreement, or
- ii. a material violation by Contractor or a Related Party of Hospital's rules and regulations.

13. Certification. Contractor certifies, by executing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency or by the state.

14. HIPAA Compliance. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). Each party acknowledges and agrees that it is considered a covered entity under HIPAA. All patient medical records shall be treated as confidential so as to comply with all applicable federal and state laws.

15. Indemnity. The School Board shall indemnify Kindred up to the limits set forth in section 768.28 of the Florida Statutes, but only for the negligent acts or omissions of Board officers or employees while functioning within the scope of their official duties. The Board and its officers and employees shall not be responsible for the negligent or intentionally wrongful acts of Kindred, its employees, or agents. In no event will the School Board's liability under this or any other provision of this Agreement exceed the sum of \$200,000.00 per person or \$300,000.00 per occurrence. In turn, Kindred shall indemnify, defend, and hold harmless the

Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Kindred, its employees, or agents relating to the performance of duties imposed upon Kindred by this Agreement.

16. Miscellaneous Provisions.

a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the venue for any legal action arising from or related to this Agreement shall lie in Clay County, Florida. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

b. **Nondiscrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

c. **EEOC Executive Order 11246.** Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties agree to comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act.

The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.

d. **Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.

e. **Assignability.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other.

f. **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

g. **Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

h. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings and understandings of the parties in connection with the subject matter hereof. This Agreement may be modified or amended only in writing duly signed by both parties.

i. **Confidentiality.** In order to facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, patient information, personnel information, financial information, market information, pricing information and service delivery information. Each party agrees to keep such information confidential.

j. **Electronic Storage of Agreement.** The parties agree that the original of the Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output which is readable, and which is shown to be an accurate reproduction of the original of this document, may be used for any purpose just as if it were the original Agreement, including the proof of the content of the original writing and the signing of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year first above written.

Kindred Hospitals East, L.L.C. Kindred
Hospital North Florida

By: _____

By: _____

Title:

Title: Chief Executive Officer

("Contractor")

("Hospital")

Dated: _____

Dated: _____