

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 7/23/13	Open Agenda ☒ Yes ☐ No	Special Order Request ☐ Yes ☒ No	Agenda Item Number FF-1
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TITLE:
Full and Basic School Health Service Funding Agreement for 2013-2014

REQUESTED ACTION:
Approve the Full and Basic School Health Services Funding Agreement for 2013-2014.

SUMMARY EXPLANATION AND BACKGROUND:
 Each year, the legislature provides School Health Service Funds to the Florida Department of Health-Broward County (FDOH-Broward) which then funds services for Broward County schools and students. One allocation is for Basic School Health Services to all students in public and participating non-public schools in Broward County. The other allocation is for Full Service Schools which include Basic School Health Services and additional specialized services that integrate education, medical, social, and/or human services to meet the needs of the high risk student population and their families on school district property as required by 402.3026, Florida Statutes. These services are provided in accordance with the statutorily required School Health Services Plan (Section 381.0056[3](c), Florida Statutes).

The FDOH-Broward has contracted Full Service and Basic Health School Funds to Broward County Public Schools (BCPS) since 2000. The proposed contract funding, Full Service (\$460,174.76), Basic School Health Services (\$775,416.13), and Florida DOH-Broward General Revenue funds (\$69,858.97).

The contract to BCPS for 2013-2014 is \$1,305,449.86. The amount of \$1,305,449.86 shall be paid in monthly amounts of \$108,787.48 not to exceed \$1,305,449.86 for a 12-month period for the duration of the contract, subject to the availability of funds.

CONTINUED ON PAGE 2

SCHOOL BOARD GOALS:
☒ Goal 1: High Quality Instruction
☒ Goal 2: Continuous Improvement
☒ Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is a positive financial impact to the District of \$1,305,449.86 for 2013-2014. The source of funding is the Full and Basic School Health Services and General Revenue funds from the FDOH-Broward through funding from the State.

There is no additional financial impact to the District.

EXHIBITS: (List)
 Full and Basic School Health Services Funding Agreement for 2013-14.
 Approved ARF with Summary Explanation for the Full & Basic School Health Services Funding Agreement 2010-13.

BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION:	
	Marcia Bynoe, Director Michaelle Pope, Executive Director	754-321-2274 754-321-2090
Name		Phone

(For Official School Board Records' Office Only)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Chief Academic Officer *Michaelle V. Pope*
 Office of Academics

JUL 23 2013

Approved in Open Board Meeting on:

Laurie Rich Levinson

School Board Chair

By:

Form #4189
 Revised 12/12
 RWR/MVP/MB:lw

**Summary Explanation and Background continued from Page 1
Full and Basic School Health Service Funding Agreement for 2013-14**

The contract to BCPS for 2013-2014 is \$1,305,449.86. The amount of \$1,305,449.86 shall be paid in monthly amounts of \$108,787.48 not to exceed \$1,305,449.86 for a 12-month period for the duration of the contract, subject to the availability of funds.

The Full Service, Basic School Health Services and General Revenue allocation through the Florida Department of Health-Broward will fund the following:

- 1.0 FTE, Clinical Nursing Supervisor/Program Manager
- 1.0 FTE Clinical Nurse
- 1.0 FTE Registered Nurse at Blanche Ely High School
- 0.75 FTE funding towards a Family Counselor at Lauderhill Middle School
- 35 agency health support technicians under the supervision of 7 agency Registered Nurses
- 1 agency Licensed Practical Nurse at Lauderhill Middle School
- 1 agency Licensed Practical Nurse at Hallandale Adult
- Scoliosis screeners.

Attachment II of the agreement reflects the schools that will receive Basic School Health Services through this staffing model. These schools were selected based on the Indicators of Needs Study recently conducted by the Student Assessment and Research Department. Schools were ranked based on the severity index for health and social needs. With this data schools were selected based on the highest index.

On-Call Services will be provided by Registered Nurses for all schools without on-site health service personnel. The FDOH-Broward will continue to provide on-site health services to five comprehensive schools and provide Registered Nurses to support all schools that do not have health service personnel on-site.

Basic School Health Services will continue to be provided by current funding partners to 80 schools with an on-site Health Support Technician with Registered Nurse supervision. The Childrens' Services Council (CSC) will allocate funding of approximately 1.1 million to provide direct on-site health care personnel to 40 of these schools.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

This Agreement will be executed after School Board approval.

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CPDA No. N/A
CSFA No. N/A

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☒ Client ☐ Non-Client
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and The School Board of Broward County, Florida hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A, of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 118, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 278c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 16). The provider shall report any violations of the above to the department.

e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §8274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1985 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1984, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://vendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dhs.gov/webform> and www.ccr.gov.
- D. Audits, Records, and Records Retention
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds accepted by the department under this contract.
 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
 5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To provide a financial and compliance audit to the department as specified in Attachment N/A and to ensure that all related party transactions are disclosed to the auditor.
 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular A-133, and/or section 216.07 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. Invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- E. Monitoring by the Department
- To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.
- F. Indemnification
- NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §788.28, FS.

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1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §788.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4198) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§267.0535, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-98ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 846, FS, in the same manner and under the procedures set forth

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In §§46.516(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-843-8459.

2. **Procurement of Materials with Recycled Content**
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7085, and §287.045, FS.
3. **MyFloridaMarketPlace Vendor Registration**
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. **MyFloridaMarketPlace Transaction Fee**
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
- N. **Civil Rights Requirements**
Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."
- O. **Independent Capacity of the Contractor**
 1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
 2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
 3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
 4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
 5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
 6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.
- P. **Sponsorship**
As required by §288.26, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.
- Q. **Final Invoice**
To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.
- R. **Use of Funds for Lobbying Prohibited**
To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- S. **Public Entity Crime and Discriminatory Vendor**
 1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination,

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he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9488. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$1,305,449.88 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §65.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.033333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on July 1, 2013 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2014.

B. Termination

1. Termination at Will

07/11

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

The School Board of Broward County, Florida
1643 North Harrison Parkway
Building H
Sunrise, FL 33323

2. The name of the contact person and street address where financial and administrative records are maintained is:

Oleg Gorokhovskiy
1643 North Harrison Parkway
Building H
Sunrise, FL 33323

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachment I, Exhibits A-H, Attachments II-IV, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 21 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SIGNATURE:

PRINT/TYPE NAME: ROBERT RUNCIE

TITLE: SUPERINTENDENT OF SCHOOLS

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN): 59-6000530131

PROVIDER FISCAL YEAR ENDING DATE: 6/30

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Barbara Lesh
780 S.W. 24th Street
FL Lauderdale, FL 33315
(954) 467-4700, ext. 3000

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

Michelle Pone
600 S.W. 3rd Avenue, 7th Floor
FL Lauderdale, FL 33301
(754) 321-2560

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: C. MEAD GRIGG

TITLE: DEPUTY SECRETARY FOR STATEWIDE HEALTH SERVICES

DATE:

**SCHOOL HEALTH SERVICES
PROGRAM SPECIFIC
MODEL ATTACHMENT I**

Performance Based Contract

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

Fiscal Year	July 1, 2013 to June 24, 2014
Funding Agency	Florida Department of Health in Broward County (hereinafter "FDH-Broward" or Department)
The Provider	☒ School Board of Broward County
	☐ Other: _____

b. Program or Service Specific Terms

1. **Annual School Health Services Report:** An annual report submitted to the state funding agency each year that reflects reported health conditions, services, staffing and expenditures. For the purpose of this contract, the report will cover the period from July 1, 2013 through June 30, 2014.
2. **Basic School Health Services:** General school health services which are available to all students in Florida's public and participating non-public schools in all 67 School Board of Broward County. These health services include but are not limited to: screening of vision, hearing, growth and development (utilizing Body Mass Index (BMI) percentile for age and gender), and scoliosis, health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, health counseling, medication assistance, and a preventive dental program as identified in Section 381.0056(4)(a)(1-18), Florida Statute, and Chapter 64F-6.001-6.006, Florida Administrative Code.
3. **Clients:** Students enrolled in Florida public and participating non-public schools.
4. **Full Service Schools:** Includes Basic School Health Services and additional specialized services that integrate education, medical, social and/or human services including but not limited to, nutrition services, basic medical services, Temporary Assistance to Needy Families, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education to meet the needs of the high risk student population and their families. These services are to be provided on School Board of Broward County property as required by Section 402.3026, Florida Statute.
5. **Health Management System (HMS):** DOH data system into which documented school health services are entered by service codes identified in the most

current School Health Coding Pamphlet, incorporated by reference. This data is used to provide a full accounting of school health services provided.

6. **School Health Services Plan:** A document that describes the services to be provided, the responsibility for provision of the services, and evidence of cooperative planning by the School Board of Broward County and the county health department, as required by Section 381.0056(2)(e), Florida Statutes. The plan operates on a two year cycle.
7. **School Health Advisory Committee:** The School Health Services Act (Section 381.0056, F.S.) mandates that each district have a School Health Advisory Committee (SHAC). The SHAC should meet at School Board of Broward County three times a year, have broad and diverse representation from the community, maintain a roster of attendance and meeting minutes, and work closely with the FDOH-Broward and the School Board of Broward County on the development of the biennial school health services plan required by Section 381.0056, F.S.

2. General Description

- a. **General Statement:** The FDOH-Broward will provide funding for the provision of school health services as checked below to students enrolled in and attending public and participating non-public schools in Broward County.
(Check services which apply to this contract).
 - ☒ **Basic School Health Services:** Refer to Section A.1.b.2
 - ☒ **Full Service Schools:** Refer to Section A.1.b.4
- b. **Authority:** The provider will deliver school health services required by this contract in compliance with Sections 381.0056(5)(a)(1-18), 381.0059, and 402.3026, Florida Statutes, and with Chapter 64F-6, Florida Administrative Code.
- c. **Scope of Services:** The provider will provide basic school health services and full services to students enrolled in and attending Broward County public and participating non-public schools.
- d. **Major Program Goals:**
 1. To appraise, protect and promote the health of students.
 2. To provide health services in schools that are integrated with other school health services and included in the current school health services plan.

3. Clients To Be Served

- a. **General Eligibility:** All students enrolled in and attending a public or participating non-public school in Broward County, whose parents did not submit a written opt-out to be exempt from receiving specific school health services. This includes students from schools that have a student population with a high risk of failure due to unmet medical and social services needs.
- b. **Client Determination:** In accordance with s.381.0056 (5)(g), Florida Statutes, at the beginning of each school year parents or guardians will be informed in writing, about general and specific school health services that students will receive. Students

will be exempted from any health service(s), if the parent or guardian requests the exemption in writing.

c. Contract Limits

The provider will deliver services to students whose parents or legal guardians did not submit a written request for exemption. Service provision is contingent upon availability of funding and in accordance with the School Health Services Plan.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

1. The provider shall provide basic school health services (as defined in Section A.1.b.2 and in Exhibit A) to all students in school locations listed in Attachment II (subject to change). Basic School Health Services shall be provided as outlined in the School Health Services Act, s. 381.0056, Florida Statutes, and Chapter 64F-8.001-8.006, Florida Administrative Code. In addition, the FDOH-Broward and the School Board of Broward County shall specify, in the current School Health Services Plan, other agreed upon tasks and services the School Board of Broward County must deliver.
2. In each Full Service School listed in Attachment III, the provider shall deliver basic school health services (as defined in Section A.1.b.2) and specialized services appropriate to its high-risk population, in accordance with Section 402.3026, Florida Statutes. In addition, the FDOH-Broward and the School Board of Broward County shall specify, in the current School Health Services Plan, other agreed upon tasks and services the School Board of Broward County must deliver.
3. Pregnant students who become known to the School Board of Broward County staff shall be referred for prenatal care and Healthy Start Services in accordance with s. 743.065, Florida Statutes.
4. The provider will assist the FDOH-Broward in preparation for the Annual School Health Services Report. The approved document will be submitted by the FDOH-Broward to the State Department of Health, Division of Community Health Promotions/School Health Services Program by August 15th of each year for the duration of this contract.
5. The provider agrees to participate every two years in the Youth Risk Behavior Survey (YRBS) from the Centers for Disease Control and Prevention (CDC), if any of their schools are randomly selected for the survey.
6. The provider will collaborate with the FDOH-Broward and the SHAC in the development of the School Health Services Plan, the Annual School Health Services Report and any other Request for Program Design or grant that becomes available. The provider will coordinate with the FDOH-Broward on any interagency agreements with community health and social service School Board of Broward County to comply with the plan for Full Service Schools.

b. Task Limits

The limits of Basic and Full Service School Health Services are as provided in:

1. The School Health Services Act, Section 381.0056, Florida Statutes and Full Service Schools, Section 402.3026, Florida Statutes.
2. Chapter 64F-6, Florida Administrative Code.
3. Current School Health Services Plan
4. Department of Health Schedule C Funds, as appropriated for the School Health Program.
5. The Florida School Health Administrative Guidelines, revised May 2012, all of which are hereby incorporated by reference and any subsequent revisions made during the contract period.

2. Staffing Requirements

- a. Staffing Levels:** The provider shall maintain a staffing structure to discharge its contractual responsibilities.

The provider shall replace any employee whose continued presence would be detrimental to the success of the Program with an employee of equal or superior qualifications.

Information to document staffing configuration for Basic School Health Services and Full Service schools will be provided for inclusion in the Annual School Health Services Report each year for the duration of this contract.

b. Professional Qualifications

Clinical Nurse Manager- A registered professional nurse currently licensed under Chapter 464, F.S. with experience in managing and oversight of a school health program.

Clinical Nurse - A registered professional nurse currently licensed under Chapter 464, F.S. with experience in quality assurance and quality improvement.

School Nurse - A registered professional nurse currently licensed under Chapter 464, F.S.

Licensed Practical Nurse (L.P.N.) - Can perform selected acts under the direction of a Registered Nurse or other licensed health care professional and make responsible and accountable decisions based upon educational preparation and scope of practice in accordance with the Florida Nurse Practice Act (Chapter 464, F.S.).

Health Support Tech (HST otherwise known as UAP) - A minimum of a high school diploma or General Equivalence Diploma (GED), current certification in First Aid and Cardiopulmonary Resuscitation (CPR) per Chapter 64F-6.004, F.A.C., and other health support staff training deemed necessary to safely provide assigned health services. These trainings shall be obtained prior to and during employment.

Family Counselor - A minimum of a bachelor's degree in social work and/or other staff qualifications to be determined according to the project design.

c. Staffing Changes

1. The provider shall contact the FDOH-Broward contract manager within 10 days, in writing of all position vacancies when they occur.

2. The provider shall minimize the disruption of services due to vacancies. If problems arise such that the provider can no longer fulfill the requirements of the contract, the provider shall contact the FDOH-Broward contract manager within 24 hours of making this determination.

d. Subcontractors

Subcontracting will only take place when the provider does not have the capacity to fulfill service requirements as specified in the current School Health Services Plan. All subcontracts must be reviewed and have prior approval in writing by the FDOH-Broward Director prior to contract execution.

3. Service Location and Equipment

a. Service Delivery Location

All school health services will be provided in adequate health room or clinic facilities at school sites in accordance with *State Requirements for Educational Facilities, December 2007*, the *Florida School Health Administrative Guidelines, revised May 2012, Chapter 21*, and the county's approved School Health Services Plan. Schools designated as Full Service Schools are listed in Attachment III.

b. Service Times

Services will be provided in accordance with time frames identified in the current School Health Services Plan and school year calendar. The provider is responsible for assuring that coded services are submitted monthly for entry into HMS, and accurately reflect services provided.

c. Changes in Location

The provider cannot change the school sites specified in Attachment III and in the School Health Services Plan for a Full Service School Program without the written prior approval of the contract manager in accordance with the FDOH-Broward, the Central Office School Health Program and an approved amendment to the School Health Services Plan.

d. Equipment

It is the responsibility of the provider, in collaboration with the FDOH-Broward School Health Program Manager or his/her designee, to determine and make available the equipment and supplies needed to complete the terms/deliverables of this contract.

4. Deliverables

a. Service Units

1. Vision screening:

- a. By January 31st and April 30th of each year for the duration of this contract, the provider will provide vision screening to 60% and 95% percent, respectively, of public and participating non-public school students in grades kindergarten, first, third, and sixth and submit documentation to the FDOH-Broward per the most current School Health Coding Pamphlet, for entry into HMS.
- b. The provider will refer and follow-up on students with abnormal vision screening results, and submit documentation of referrals and complete and

incomplete referral outcomes to the FDOH-Broward per the most current School Health Coding Manual, for entry into HMS.

2. Hearing screening:

- a. By January 31st and April 30th of each year for the duration of this contract, the provider will provide hearing screening to 80% and 95% percent, respectively, of public and participating non-public school students in grades kindergarten, first, and sixth and submit documentation to the FDOH-Broward per the most current School Health Coding Pamphlet, for entry into HMS.
- b. The provider will refer and follow-up on students with abnormal hearing screening results, and submit documentation of referrals and complete and incomplete referral outcomes to the FDOH-Broward per the most current School Health Coding Pamphlet, for entry into HMS.

3. Scoliosis screening:

- a. By June 15th of each year for the duration of this contract, the provider will provide scoliosis screening to 95% percent of public and participating non-public school students in grade six and submit documentation to the FDOH-Broward per the most current School Health Coding Pamphlet.
- b. The provider will refer and follow-up on students with abnormal scoliosis screening results, and submit documentation of referrals and complete and incomplete referral outcomes to the FDOH-Broward per the most current School Health Coding Pamphlet, for entry into HMS.

4. Growth and development screening with Body Mass Index (BMI):

- a. By June 15th of each year for the duration of this contract, the provider will provide growth and development screening with BMI to 95% percent of public and participating non-public school students in grades first, third, and sixth and submit documentation to the FDOH-Broward per the most current School Health Coding Pamphlet for entry into HMS.
- b. The provider will refer and follow-up on students with abnormal growth and development screening results, and submit documentation of referrals and complete and incomplete referral outcomes to the FDOH-Broward per the most current School Health Coding Pamphlet, for entry into HMS.

5. Submit required data and information to prepare the Annual School Health Services Report to the FDOH-Broward.

b. Reports

1. The provider will complete and submit to the FDOH-Broward required data and information to prepare the Annual School Health Services Report which is due to the state funding agency on August 15th of each year for the duration of this contract.
2. The provider will submit the FTE week data to the FDOH-Broward for entry into HMS. The data will be submitted within 15 days following the FTE week.
3. The provider will document and submit services and screening data to the FDOH-Broward in a format consistent with the requirements of the most current School Health Coding Pamphlet.

4. Aggregate data will be submitted to the FDOH-Broward in a format (Exhibits B & C) that can be used by FDOH-Broward staff for entry into HMS. The data will be submitted within 15 days following the end of each month, August through June.
5. The provider will submit the Quarterly Expenditure Report (Exhibit D) for Full Service Schools within 15 days following the end of each quarter.
6. The provider will submit the annual In-Kind Services Report (Exhibit E) for Full Service Schools within 15 days following the end of the school year.
7. The provider will submit a report for the month of July no later than August 15 that includes progress in creating, reviewing, and/or updating protocols and training manuals; trainings for nurses and HSTs, and; review of the School Health Services Plan.

c. Records and Documentation

The provider will maintain the following documentation and information for monitoring and review:

1. Cumulative Health Records for each student which contain:
 - a. Florida Certificate of Immunization (DH Form 680) or Part A or B exemptions
 - b. School Entry Health Exam form (DH 3040, 6/02) or other form as specified in Section 1003.22, Florida Statutes and Chapter 6A-6.024, Florida Administrative Code.
 - c. Documentation of screenings, results, referrals and complete and incomplete referral outcomes.
2. Individualized Healthcare Plans and Emergency Care Plans for chronic or complex health conditions
3. Daily Clinic Logs (Exhibit F) in all public and participating non-public schools
4. Individual confidential student health records and individualized medication administration records, as provided by physicians, psychologists or other recognized health professionals and paraprofessionals, used in connection with the provision of medical treatment on school grounds, field trips, off-campus work, bus transportation.
5. Health records of individual students must be maintained in accordance with s. 1002.22, Florida Statutes.

5. Performance Specifications

a. Outcomes and Outputs

School health services provided under this contract will be implemented in accordance with the statutory requirements and program standards outlined in the county's most current School Health Services Plan.

The provider will submit documentation of health screenings provided in accordance with Chapter 64F-8.003, Florida Administrative Code.

b. Standards Definitions

The School Health Standards applicable to the provider and explanations or intent are listed below:

1. Each public and participating nonpublic school student will be provided vision screening (except those with a parent requested exemption) in grades kindergarten, first, third, and sixth, at a minimum, as will students entering Florida schools for the first time in grades kindergarten through fifth. The vision screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record and submit documentation for all the School Board of Broward County schools to the FDOH-Broward by January 31, April 30 and June 30 per the most current School Health Coding Pamphlet, for entry into HMS.
 2. Each public and participating nonpublic school student will be provided hearing screening (except those with a parent requested exemption) in grades kindergarten, first and sixth, at a minimum, and optionally to students in third grade as will students entering Florida schools for the first time in grades kindergarten through fifth. The hearing screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or in an alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record and submit documentation for all the School Board of Broward County schools to the FDOH-Broward by January 20, March 20 and June 20 per the most current School Health Coding Pamphlet, for entry into HMS.
 3. Each public and participating nonpublic school student shall be provided scoliosis screening (except those with a parent requested exemption) in sixth grade, at a minimum. The scoliosis screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or in an alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record and submit documentation for all the School Board of Broward County schools to the FDOH-Broward by January 20, March 20 and June 20 per the most current School Health Coding Pamphlet, for entry into HMS.
 4. Each public and participating nonpublic school student will be provided growth and development screening with BMI (except those with a parent requested exemption) in grades first, third, and sixth, at a minimum, and optionally students in ninth grade. The BMI screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or in an alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record and submit documentation for all the School Board of Broward County schools to the FDOH-Broward by January 20, March 20 and June 20 per the most current School Health Coding Pamphlet, for entry into HMS.
- (Screening requirements and procedures are described in *Florida School Health Administrative Guidelines* revised May 2012, Section III, Chapter 3, and Appendix D).

c. Monitoring and Evaluation Methodology

The Department will arrange with the provider a schedule for periodic on-site program reviews to ensure compliance in the areas of facilities, equipment, supplies,

clinical procedures, service delivery, documentation, records maintenance, data collection and submission.

The FDOH-Broward will be responsible for monitoring the services of the contracted schools listed in Attachment II and Attachment III to ensure that they are provided in accordance with the School Health Services Plan and with the contract. The FDOH-Broward will carry out annual contract monitoring, at a minimum, for quality assurance using the Contract Monitoring Tool (Exhibit G) to confirm that services and documentation required in the School Health Services Plan are performed within acceptable professional standards.

6. Provider Responsibilities

a. Provider-Unique Activities

1. The provider is required to provide administrative supervision of School Health Services program staff according to the Florida School Health Administrative Guidelines, revised May 2012, to assure that services are provided in accordance with this contract.
2. The provider is required to provide nursing supervision of licensed and unlicensed staff providing school health services according to the Nurse Practice Act (Sections 464.001 – 464.027, Florida Statutes) and professional standards of nursing practice.

b. Coordination with Other School Board of Broward County/Entities

The provider shall coordinate with the FDOH-Broward School Health Program Manager or their designee and other provider/entities, as necessary, to fulfill the terms/deliverables of this contract.

7. Department Responsibilities

a. Department Obligations:

1. The Department will be responsible for approving the provision of services outlined in the School Health Services Plan, including those services subcontracted to other providers.
2. The Department School Health Coordinator is responsible for submitting a copy of this contract and any subcontracts, disclosing the exact amount of funds contracted along with the Annual School Health Services Report.
3. The Department School Health Coordinator is responsible for submitting a completed DOH Programmatic Monitoring Tool for all contracts along with the Annual School Health Report that is due on August 15th of each year for the duration of this contract.
4. To the extent that resources allow, the Department will provide technical assistance, programmatic information and support to the provider as listed in Exhibit H.

- b. **Department Determinations:** Where applicable, the Department will review audit reports submitted by contracted providers using the Checklist for Reviewing Single Audit Certified Public Accountant Reports.

C. METHOD OF PAYMENT

1. This is a fixed price (fixed fee) contract. The FDOH-Broward shall pay the provider, upon satisfactory completion of the services outlined in the "Attachment I" of this contract in accordance with the terms of this contract for a total dollar amount not to exceed \$1,305,449.88, subject to the availability of funds. Payments shall be made in monthly amounts of \$108,787.48.
2. Invoice Requirements: In order to receive payments, the provider will request payment on a monthly basis through submission of a properly completed Invoice Attachment IV within 60 days following the end of the month for which payment is being requested.
3. The FDOH-Broward will not honor any requests submitted after the time period specified in C.2 of this Attachment.
4. The FDOH-Broward will withhold payment under this contract if the provider fails to submit required reports, perform any tasks or services, or meet deliverables per this contract. The provider shall, within 40 days of termination or non-renewal of this contract repay to the FDOH-Broward funds provided by the FDOH-Broward to the provider under this contract as follows: the provider shall repay all funds paid to it by the FDOH-Broward that the provider has misappropriated or not expended in accordance with the performance standards and specifications of this contract.
5. Funds provided under this contract will be used solely for the operation of Basic School Health Services and where applicable, Full Service School Health Services Programs.

D. SPECIAL PROVISIONS

1. Background Screening Requirements

Any person who provides services under a School Health Services Plan pursuant to s. 381.0056, Florida Statutes, must complete a level 2 background screening as provided in s. 381.0059, Florida Statutes and Chapter 435, Florida Statutes. The person subject to the required background screening or his or her employer must pay the fees required to obtain the background screening.

2. Contract Renewal

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the term of the original contract, whichever is longer. Such renewals shall be in writing, made by mutual agreement, and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and shall be subject to the availability of funds.

3. Financial Consequences

Failure to submit deliverables in the time and manner specified in Section B.4.(a), or completely perform any tasks or services included in this contract shall result in a 1% reduction of the total invoice amount per deliverable out of compliance, not to exceed a 5% reduction of the total invoice amount.

4. Non-expendable property clause

"Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of one year, and hardback-bound books, which are not circulated to students or the general public, with the value or cost of \$250 or more. Hardback books with a value or cost of \$250 or more should be classified as OCO expenditure."

"All such property purchased under this contract shall be listed on the property records of the provider. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property."

"All such property purchased under this contract shall be inventoried annually and an inventory report shall be submitted to the department along with the final expenditure report. A report of non-expendable property shall be submitted to the department along with the expenditure report for the period in which it was purchased."

"Title (ownership) to all non-expendable property acquired with funds from the contract shall be vested in the department upon completion or termination of the contract."

"At no time shall the provider dispose of non-expendable property purchased under this contract except with the permission of the department in accordance with their instructions."

"A formal contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved contract budget."

"All property bought with state funds, regardless of dollar amount, is property of the state, unless otherwise noted in the contract. As such, the state is entitled to the return of all property once the contract has expired."

END OF TEXT

EXHIBIT A

SCHOOL BOARD RESPONSIBILITIES

- Provide RNs and Health Support Techs (HST) with appropriate supervision, in agreed upon schools, utilizing the DSSHM, RN/HST Model
- Provide one Program Manager to oversee Basic School Health Model
- Provide one Assistant program Manager to assist with oversight of the Basic School Health Model
- Continue with Full Service Schools per contract by providing additional school-based health and social services per Florida statute, section 402.3026, such as: nutritional services, economic and job placement services, parenting classes, counseling for abused children, mental health and substance abuse counseling, and adult education for parents.
- Basic School Health Services will be provided by on-site contracted health care personnel and supervised by SBBC staff. Prior to the beginning of the 2013-2014 school year the SBBC will train HST and RN/LPN staff in the core services of Basic School Health Services which includes but are not limited to:
 - Health records review and maintenance
 - Follow-up for mandated school entry physical examinations
 - Follow-up for appropriate grade level immunizations against preventable communicable diseases
 - Screenings for health (vision, hearing, growth and development, and scoliosis)
 - Health Appraisals
 - First aid
 - Medication administration
 - Emergency health services
 - Referral
 - Nursing Assessments
 - Health Counseling
 - Preventative Dental Program
- Assure all SBBC schools have two school staff trained in medication administration and two school staff certified in CPR/First Aid
- Provide the Immunization Compliance Report for all schools by September 10, 2013
- Assure that all schools have uploaded the immunization data by October 1, 2013.
- Participate in writing of School Health Plan
- Report necessary data to FDOH IN BROWARD
- Continue to develop, implement and maintain the SHINE program and increase the number of schools utilizing the program
- Assist with Medication Administration Training
- Provide Child Specific Trainings on health conditions to school staff
- Provide trainings for nurses and HSTs
- Initiate Individual Healthcare Plans for all students with diabetes, asthma, seizures, those with Epi pens, and other students as deemed appropriate. The registered nurse practicing in the school setting is ultimately responsible and accountable for creating an Individualized Healthcare Plan (IHP), Emergency Care Plan (ECP) and for the outcomes of the plan. (the same IHP and ECP forms and policy developed by the Florida Department of Health in Broward County should be used in all schools)
- Conduct and Follow-Up on Health Screenings and outcomes (Vision, Hearing, BMI and Scoliosis); Report screening data for all SBBC schools January 20, March 20 and June 20.
- Follow-Up with Principals on School Health Daily Issues
- Submit an annual report of compliance with immunization mandates
- Submit services data monthly for those schools not utilizing the SHINE program
- Provide data to Children's Services Council as required
- Create, review, and/or update protocols and training manuals
- Review the School Health Services Plan

Monthly Summary Log

School Name/Level: _____
 Health Room Staff: _____
 Date: _____ DAU #: _____

Codes for Completing the Monthly Clinic Log									
Table 1: Total Visits:		Table 2: Out-of-office disposition:		Table 3: Procedures:		Table 4: Services provided by:		Table 5: Referral To:	
a Non-Medication Visits		1 911 SERVICES		1 Medications (oral)		1 R.N./A.R.N.P.		1 Abuse Registry	
b Medication Visits		2 Emergency Room		2 Medications (other)		2 L.P.N.		2 Dental Care	
		3 Returned to Clinic		3 Medications (injection)		3 Health Support Tech		3 Guidance Counseling	
		4 Sent Home		4 Medications (injection)		4 Clerical Support staff		4 Healthy Start	
		5 Other:		5 Insulin Administration				5 KidCare	
TOTAL:		TOTAL:		6 Intravenous Treatments				6 Medical / Nursing Care	
				Complex Procedures				7 Mental Health Coun.	
				7 Oxygen cont./intermittent				8 No Referral	
				8 Carbohydrate Counting				9 Nursing Assessment	
				9 Catheterization				10 Social Work Services	
				10 Ostomy care				11 Saint Abuse Coun.	
				11 Electronic Monitoring				12 Parent	
				12 Tube/PES Feeding					
				13 Glucose Monitoring					
				14 Specimen Collect./testing					
				15 Tracheostomy Care					
				16 Ventilator Dependent Care					
				17 First Aid					
				18 Other					

OP 151-O-PIN 45 Attachment 21



EXHIBIT C

School Monthly Data Collection Form by Grade Level

School: _____ DAU # _____
 Month/Year: _____ Grade Level: _____

Description	HMC	PC	#
Pediculosis or Scabies screening, - new	0571	34	
Pediculosis or Scabies screening, - repeat	0571	34	
Pediculosis or Scabies screening, - Intervention completed	0571	34	
Student evaluation / Intervention by a para-professional	4000	34	
Student encounter by an LPN	4050	34	
Physical activity referral	4700	34	
RN nursing assessment / counseling	5000	34	
RN nursing assessment / counseling postpartum	5024	34	
Medication Administration	5030	34	
First Aid Administration	5031	34	
Complex Medical Procedures	5032	34	
Immunization Follow-Up	5033	34	
Counselation with School Health staff / parent	5051	34	
ESE staffing / screening	5052	34	
Student Health Care Plan developed	5053	34	
Licensed Social Worker Intervention	6030	34	
Paraprofessional follow /up	6500	34	
Health educational class given	8020	34	
Child specific training of school staff by RN	8080	34	
NOTE SECTION ABOVE IS NOT BY GRADE LEVEL GRADE LEVEL IS ONLY FOR SCREENINGS			

Prepared by:

 Name/Title Agency

 Signed Date

Exhibit D
FULL SERVICE SCHOOL (FSS) FUNDING
QUARTERLY EXPENDITURE REPORT

SCHOOL: _____

ANNUAL BUDGET AMOUNT ALLOCATED FY 13-14 _____

QUARTER: 1ST [] 2ND [] 3RD [] 4TH []

ITEM	COSTS	
STAFFING (LIST POSITIONS INDIVIDUALLY)	% OF COST PAID BY FULL SERVICE SCHOOL FUNDING	TOTAL SALARY COSTS THIS QUARTER

SCHOOL TOTAL: _____

PRINCIPAL'S SIGNATURE: _____

2013-2014 Annual School Health Services Report for:

Exhibit E

PART III: FULL SERVICE SCHOOLS

III-A: IN-KIND SERVICES PROVIDED IN FULL SERVICE SCHOOLS BY COMMUNITY AGENCIES

For in-kind hours and value of in-kind services, put annual totals (not weekly totals) and use only numbers (no text characters (i.e., per week)).

Type of Service	ANNUAL Total Number of Donated In-Kind Hours	ANNUAL Estimated Value of In-Kind Services
Adult Education		
Basic Medical Services		
Case Management		
Child Protective Services		
Community Education		
Counseling Abused Children		
Counseling High-Risk Children		
Counseling High-Risk Parents		
Delinquency Counseling		
Dental Services		
Economic Services		
Healthy Start/Healthy Families		
Job Placement Services		
Mental Health Services		
Nutritional Services		
Parenting Skills Training		
Resource Officer		
School Health Nursing Services		
Social Work Services		
Substance Abuse Counseling		
TANF programs (job training)		
All Other		
TOTALS	0	0

EXHIBIT F

Daily Clinic Log



School: _____ Health Room Staff: _____ Date: _____ Day #: _____

	Time In	Last Name	First Name	Grade	Table 1a Non- Medication	Table 1b Medication	Table 2 Outcome Disposition	Table 3 Procedure	Table 4 Service provided by	Table 5 Referral To	Time Out
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
24											
	Total				Total	Total					

OP 151-O-PHN 45, Attachment 13

**Exhibit G
Contract Monitoring Tool**

Provider Name		Evaluator's Name				Notes (Explain Ratings 2 or Less: Attach Supportive Documentation)
Contract #		Office				
Service Description		Site Visit Date				
City		Report Date				

	Rating					Ratings Based Upon: I = Interview O = Observation D = Documentation (List Who and What)	
	Explain		Fully Met Requirements	Exceeded Requirements	Not Applicable		
	Unacceptable	Conditionally Acceptable					
	1	2	3	4	N/A		
Provider Contract Requirements							
A.3. Clients to be Served a. Services are provided to eligible clients as per the contract.	☐	☐	☐	☐	☐		
b. Provider complied with eligibility criteria.	☐	☐	☐	☐	☐		
c. Provider complied with established client units.	☐	☐	☐	☐	☐		
B.1. Service Tasks a. Service tasks are delivered on time and as defined in the contract task list and limits. (List and rate each service task from Attachment I, Paragraph B.1.a.)	☐	☐	☐	☐	☐		
B.2. Staffing Requirements a. Provider staffing levels are maintained as per contract.	☐	☐	☐	☐	☐		
b. Provider maintains qualified professionals as per contract.	☐	☐	☐	☐	☐		
c. Provider handles staffing changes	☐	☐	☐	☐	☐		

Exhibit G
Contract Monitoring Tool

	Rating					Ratings Based Upon: I = Interview O = Observation D = Documentation (List Who and What)	Notes (Explain Ratings 2 or Less; Attach Supportive Documentation)
	Explain		Fully Met Requirements	Exceeded Requirements	Not Applicable		
	Unacceptable	Conditionally Acceptable					
	1	2	3	4	N/A		
Provider Contract Requirements							
as per contract.							
d. Provider complied with the subcontractor provisions in the contract.	☐	☐	☐	☐	☐		
B.3. Service Location and Equipment							
a. Services are provided at the locations specified and facility requirements have been met.	☐	☐	☐	☐	☐		
b. Service times meet contract requirements.	☐	☐	☐	☐	☐		
c. Changes in location are appropriately handled as per contract.	☐	☐	☐	☐	☐		
d. Provider equipment is available, safe, in good working order, and meets contract requirements (including procurement, if applicable).	☐	☐	☐	☐	☐		
B.4. Deliverables							
a. Service units are provided as defined by the contract.	☐	☐	☐	☐	☐		
b. Required reports are accurate, complete and submitted on time as defined by the contract.	☐	☐	☐	☐	☐		
c. Provider records and documentation are available, accurate and complete as defined by the contract.	☐	☐	☐	☐	☐		
B.5. Performance Specifications							
a. Provider is meeting (or has met) the							

25

Exhibit G
Contract Monitoring Tool

	Rating					Ratings Based Upon: I = Interview O = Observation D = Documentation (List Who and What)	Notes (Explain Ratings 2 or Less: Attach Supportive Documentation)
	Explain		Fully Met Requirements	Exceeded Requirements	Not Applicable		
	Unacceptable	Conditionally Acceptable					
	1	2	3	4			
Provider Contract Requirements							
performance standards as defined by the contract (list and rate each outcome/output from Attachment I, paragraph B.5.a.	☐	☐	☐	☐	☐		
B.6. Provider Responsibilities							
a. Provider is performing provider unique activities as defined by the contract.	☐	☐	☐	☐	☐		
b. Provider coordinates services integration both internally and externally with other entities as defined by the contract.	☐	☐	☐	☐	☐		
C. Method of Payment							
a. Invoices are accurate, complete and submitted on time as defined by the contract.	☐	☐	☐	☐	☐		
b. Service delivery supporting documentation has been maintained and/or submitted as defined by the contract.	☐	☐	☐	☐	☐		
D. Special Provisions							
a. Provider has complied with special provisions as defined by the contract (list and rate each special provision where requirements were							

Exhibit G
Contract Monitoring Tool

	Rating					Notes (Explain Ratings 2 or Less: Attach Supportive Documentation)
	Explain		Fully Met Requirements	Exceeded Requirements	Not Applicable	
	Unacceptable	Conditionally Acceptable				
	1	2	3	4	N/A	
Provider Contract Requirements						
not fully met)						
Future Contract Actions (Lessons Learned)						

EXHIBIT H

Florida Department of Health in Broward County **Responsibilities**

- The Florida Department of Health has statutory responsibility, in cooperation with the Florida Department of Education, for supervising the administration of the school health services program and performing periodic program reviews
- Provide Technical Assistance for School Health Services Program
- Provide On-Call Nurses for schools without On-Site Health Care Personnel
- On-Call Role and Responsibilities include:
 - Health Screenings follow-up and outcomes
 - Medication Administration Trainings for school staff
 - Develop and provide Child Specific Trainings on health conditions for On-Call Schools
 - Consultation on Communicable Disease
 - Follow-up with Principals on school health issues
 - Initiate Individual Healthcare Plans (IHP) and Emergency Care Plans (ECP) as appropriate in on-call schools
- Lead development of School Health Plan and Annual School Health Reports
- Participate in interagency meetings
- Conduct Core Validation Audits
- Assist SBBC staff with the annual Medication Administration Trainings
- Input Health Screen Data to DOH Health Management System (HMS)
- Continue Communicable Disease Investigations and Management as appropriate and determined by the Epidemiology Program
- Assist SBBC by co-facilitating for school health staff workshops
- Monitor the school health program
- Provide data to Children's Services Council as requested
- Continue to work with the SBBC to develop, implement and maintain the SHINE program and increase the number of schools utilizing the program
- Monitor and retrieve reports from the SHINE program
- Provide technical assistance, quality assurance and guidance directly to the Full Service Schools and assist them with integrating specialized services to meet the needs of the high risk student population and their families and meeting contract deliverables. This does not include administrative supervision of School Health Services program staff
- Provide technical assistance, quality assurance and guidance directly to the contracted schools and the CSC funded schools. This does not include nursing supervision of licensed and unlicensed staff providing school health services in these schools
- Provide technical assistance to agencies contracting with the SBBC for the provision of school health staff

5/9/13

ATTACHMENT II

2013-2014
RN/HST Clusters

Cluster #1 Riverland Elementary Dillard High School Rickards Middle Boyd Anderson High Lauderdale Lakes Middle	Cluster #2 Parkside Elementary Silver Lakes Middle North Lauderdale Elem Larkdale Elementary Northeast High	Cluster #3 Fairway Elem Miramar Elem Coconut Palm Elem New Renaissance Elem Sea Castle Elem
Cluster #4 Hallandale Elem Lake Forest Elem McNicol Middle Orangebrook Elem Watkins Elem	Cluster #5 Attucks Middle Colbert Elem Bethune Elem Beachside Mont. Elem Olsen Middle	Cluster #6 Apollo Middle Blvd Hts Elem Pembroke Pines West Hollywood McArthur High
Cluster #7 Davie Elem Driftwood Middle Driftwood Elem Sheridan Park Elem Hollywood Hill Elem.	Cluster #8 Meadowbrook Elem Nova Middle New River Middle Seminole Middle Tropical Elem	Cluster #9 Croissant Park Elem Bennett Elem Oakland Park Elem Thurgood Marshall Elem Lloyd Estates Elem
Cluster #10 Welleby Elem Sandpiper Elem Pinewood Elem North Lauderdale Elem Challenger Elem	Cluster #11 Horizon Elem Mirror Lake Elem Nob Hill Elem Sawgrass Elem Village Elem	Cluster #12 Broadview Elem Broward Estates Elem Lauderhill P.T. Elem Parklakes Elem Royal Palm Elem
Cluster #14 Deerfield Bch Elem Deerfield Park Elem Palmview Elem Norcrest Elem Tedder Elem	Cluster #15 Cypress Elem Sanders Park Elem Pompano Bch Elem Markham Elem Floranada Elem	Cluster #16 Coral Springs High Margate Elem. James Hunt Elem Coral Springs Mid. Winston Park Elem

050813a

ATTACHMENT III

**Full Service
Schools**

**Blanche Ely High School
Lauderhill Middle
Hallandale Adult
Royal Palm Elementary
Park Lakes Elementary
Thurgood Marshall Elementary
Cypress Elementary
Markham Elementary
Meadowbrook Elementary**

ATTACHMENT IV

Sample on provider letterhead

INVOICE

To: Florida Department of Health in Broward County
780 SW 24th Street
Fort Lauderdale, FL 33316

From: School Board of Broward County, FL
1643 North Harrison Parkway, Building H
Sunrise, Florida 33323

Date: mmm dd, yyyy

Contract: School Health Contract (BW351)
Between the Department of Health and
The School Board of Broward County, Florida

Services provided: School Health Services

Period: mmm dd, yyyy TO mmm dd, yyyy

Total: \$ _____

Approved: _____ **Date:** _____

Approved: _____ **Date:** _____

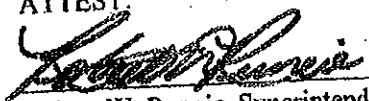
FDOH Broward Use Only

Approved for Payment: _____ **Date:** _____

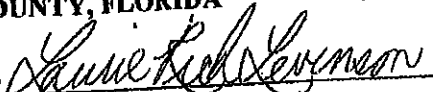
For SBBC

(CORPORATE SEAL)

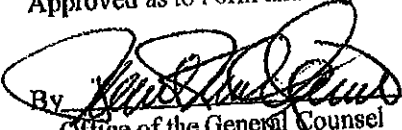
ATTEST:


Robert W. Runcie, Superintendent of Schools

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By 
Laurie Rich Levinson, Chair

Approved as to Form and Legal Content:

By  06/19/2013
Office of the General Counsel