



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request  
☐ Yes ☒ No

Time

Open Agenda

☒ Yes ☐ No

ITEM No.:

FF-2.

MEETING DATE

Dec 9 2014 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

Coordinated Student Health Services

TITLE:

Full and Basic School Health Services Funding Contract 2014-2015

## REQUESTED ACTION:

Approve the Full and Basic School Health Services Funding Contract

## SUMMARY EXPLANATION AND BACKGROUND:

The Full Service (FSS) and Basic School Health Services funds are allocated to the Department of Health-Broward by the State legislature each year to provide health services to students and families. Funds will be used to provide direct services to schools such as health screenings, medication administration and care of students with chronic health conditions; provided by nurses, trained health support personnel (HST's) and counseling to students by a family counselor. Schools receiving services are identified by priority or need, based on a needs assessment and utilizing the SBBC's Research & Evaluation "Indicators of Need" report.

See Supporting Docs for continuation of Summary Explanation and Background.

## SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

## FINANCIAL IMPACT:

There may be a financial impact to the District for unmet deliverables.

## EXHIBITS: (List)

(1) Summary Explanation and Background (2) Full Services School Contract (3) Basic School Health Services Contract (4) FSS Agreement 2013-2014 (5) Amendment

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Executive Director

Phone: 754-321-1660

Name: Maria Bynoe, Director

Phone: 754-321-1575

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Brian Kingsley - Acting Chief Academics Officer

Approved In Open  
Board Meeting On:

DEC 09 2014

Signature

Brian G. Kingsley

12/2/2014, 3:08:54 PM

By:

*Doreen K. ...*

School Board Chair

The FSS allocation to BCPS in the amount of \$230,088.50 will provide services to 10 schools (attachment II in the FSS contract). The Basic Health Services allocation amount of \$490,328.50 will provide services to 28 schools (attachment II in the Basic contract). This contract is for the continuation of School Health Services for an additional six months beginning January 2015 and ending June 30, 2015. It includes new deliverables and timelines with penalties if unmet. On June 24, 2014 the Board approved an amendment to extend the 2013-2014 FSS and Basic Agreement until December 31, 2014.

The State of Florida, Department of Health -Broward will execute after School Board approval.

This agreement has been reviewed and approved as to form and legal content by the School Board attorney.

CFDA 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 (F.S.)**

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, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., 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 §215.473, F.S. Pursuant to §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 §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. 276c), 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 15). 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 §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §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*, 1964-1965 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 1994, 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.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability 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://flvendor.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.dnb.com/webform> and [www.ccr.gov](http://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 provided 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 1996 and OMB Circular A-133, and/or §215.97 F.S., 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.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

**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**

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. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

#### **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 §768.28, F.S., 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 the 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 Subcontractor Expenditure 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 (850-245-4199) 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 §287.0585, F.S. 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, F.S., 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 (1-800-96ABUSE).

#### **L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2,

F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health 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 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. 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, 1-800-643-8459.

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 §403.7065, and §287.045, F.S.

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 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 procurement system. Pursuant to §287.057(23), F.S. (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 Department of Health 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 §286.25, F.S., 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 30 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, F.S., 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, F.S., 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, F.S., 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, F.S., 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, 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, F.S., 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. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

**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, §384.29, §381.004, §392.65, and §456.057, F.S. 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 **\$230,088.50** 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, F.S., 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 §55.03, F.S., 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 0.03333%. 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 January 1, 2015 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2015.

**B. Termination****1. Termination at Will**

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), F.A.C. 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.

**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

603 SE 3<sup>rd</sup> Avenue

Fort Lauderdale, Florida 33301

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

Barbara Lesh

780 SW 24<sup>th</sup> Street

Fort Lauderdale, FL 33315

954-467-4700, ext. 3000

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

Cecilia Zereceda

603 SE 3<sup>rd</sup> Avenue

Budget Office, 9th Floor

Fort Lauderdale, Florida 33301

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

Michaelle Pope

1400 NW 14th Court

Fort Lauderdale, 33311

754-3212560

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, B, C, D, E, Attachments II, Attachment III- 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 24 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

Florida Department of Health-Broward

SIGNATURE: 

PRINT/TYPE NAME: PAULA M. THAQI, M.D., M.P.H.

TITLE: DIRECTOR

DATE: 12-18-14



DRAFT

## ATTACHMENT I

A. Services to be Provided1. Definition of Terms

- a. Annual School Health Services Report: An annual report submitted to the Department by August 15<sup>th</sup> of each year that reflects reported health conditions, services provided, staffing and expenditures. The reporting period will cover July 1<sup>st</sup> through June 30<sup>th</sup> each year for the duration of this contract.
- b. Contract Manager – The individual designated by the Department to be responsible for the monitoring and management of this contract.
- c. Fiscal Year: July 1<sup>st</sup> to June 30<sup>th</sup>.
- d. Health Management System (HMS): The Department's data system into which documented school health services are entered by service codes identified in the most current School Health Coding Manual, incorporated by reference. This data is used to provide a full accounting of school health services provided.
- e. Local Education Agency (LEA): As defined in the Elementary and Secondary Education Act, a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.
- f. School Health Services Plan: A document created by the Department, the Local Education Agency, and the local School Health Advisory Committee, that describes the school health services to be provided within the county, and the responsibility for provision of the services, as required by Section 381.0056(4)(e), Florida Statutes. The School Health Services Plan is developed every two years.
- g. School Health Advisory Committee (SHAC): Committee that provides a forum for the school community, health professionals, and interested citizens to discuss issues and seek solutions to better wellness in the lives of school children and staff.
- h. Quarter: One-fourth (three months) of a fiscal year. The quarters are July 1 through September 30 (quarter 1); October 1 through December 31 (quarter 2); January 1 through March 31 (quarter 3); and April 1 through June 30 (quarter 4).
- i. Youth Risk Behavior Survey (YRBS): School-based survey that monitors six types of health-risk behaviors and is conducted by the Centers for Disease Control and Prevention in collaboration with local educational and health agencies. The survey is conducted every other odd-numbered year. The health-risk behaviors that it monitors are behaviors that contribute to unintentional injuries and violence; sexual behaviors that contribute to unintended pregnancy and sexually transmitted

diseases, including HIV infection; alcohol and other drug use; tobacco use; unhealthy dietary behaviors, and inadequate physical activity.

## 2. General Description

- a. General Statement: This contract provides school health services to students enrolled in and attending public and participating non-public schools in Broward County.
- b. Authority: Sections 381.0056, 381.0059, and 402.3026, Florida Statutes; and Florida Administrative Code Chapter 64F-6.

## 3. Clients to be Served

- a. General Description: Provider will provide school health services to students attending public and participating non-public schools identified in Attachment II.
- b. Client Eligibility: All students ("eligible students") enrolled in and attending a public or participating non-public school identified in Attachment II, whose parents do not submit a written opt-out form are eligible to receive services under this contract.

## B. Manner of Service Provision

- 1. Scope of Work: Provider will provide basic school health services at all schools listed in Attachment II, as well as specialized services at schools designated as full service schools in Attachment II. Provider will also participate in the development of the School Health Services Plan, send opt-out forms to parents/guardians, and create emergency information forms for all students.
  - a. Task List - Provider must perform the following tasks:
    - 1) Collaborate with the Department, the Local Education Agency (LEA), and the School Health Advisory Committee (SHAC) in the development of the School Health Services Plan. The School Health Services Plan must be developed in accordance with Florida Administrative Code Rule 64F-6.002(2) and (3).
    - 2) Ensure all parents/guardians receive written information about the school health services offered under this contract and an opt-out form within 30 days of the start of the school year, allowing them to exempt their child from receiving services under this contract.
    - 3) Collect emergency information forms for all eligible students which must include at a minimum, emergency contact information, information on the student's known allergies, list of the student's medications, and authorization for emergency medical treatment.
    - 4) Provide basic school health services at all schools listed in Attachment II. Basic school health services must be provided in accordance with Section 381.0056, Florida Statutes, Florida Administrative Code Chapter 64F-6.001-6.006, and the most recent version of the Florida School Health Administrative Guidelines and (Exhibit A). For basic school health services, Provider must:

- a) Review student health records for all students by June 30<sup>th</sup> of each contract year.
  - b) Perform vision screenings for all eligible students in kindergarten, first, third, and sixth grade each contract year.
  - c) Perform hearing screenings for all eligible students in kindergarten, first, and sixth grade each contract year
  - d) Perform scoliosis screenings for all eligible students in sixth grade each contract year.
  - e) Perform growth and development screenings which must include a body mass index (BMI) percentile calculation, for all eligible students in first, third, and sixth grade each contract year.
  - f) Refer all students with abnormal screening results to appropriate health care providers for further evaluation and or treatment within 45 days of receiving an abnormal screening result.
  - g) Follow-up with parents of students referred for further evaluation and or treatment to ensure the students received the necessary additional evaluation and or treatment.
  - h) If Provider becomes aware that a student is pregnant, Provider must provide the student with information on interagency collaborations for assistance, counseling, education, and prenatal care.
  - i) Provide additional basic school health services as specified in the most recent version of the School Health Services Plan.
- 5) Provide specialized services in accordance with Section 402.3026, Florida Statutes and as specified in the most recent version of the local School Health Services Plan at schools designated as full service schools in Attachment II.
  - 6) Participate in the Youth Risk Behavior Survey (YRBS) if one of the schools Provider serves under this contract is selected for the survey.
  - 7) Submit all service and screening data for each month to the Department within 15 days following the end of each month in a format that can be used by the Department for entry into HMS. (Exhibit C)
  - 8) Maintain the following documentation and information:
    - a) Cumulative health record for each student, which contains:
      - (1) Florida Certificate of Immunization (Form DH 680) or Part A or B exemptions.

- (2) School Entry Health Exam form (DH 3040, 6/02/DH3040-CHP-07-2013) or other form as specified in Section 1003.22, Florida Statutes and Florida Administrative Code Chapter 6A-6.024.
- (3) Documentation of screenings, results, referrals, follow-up attempts and outcomes.
- b) Individualized healthcare plans, as determined by the nursing process and emergency care plans for chronic or complex health conditions.
- c) Individualized medication administration records to document medication assistance to students.
- d) Treatment logs to document medical procedures and treatments.
- e) Daily Clinic Logs in all public and participating non-public schools pursuant to General Records Schedule GS7 for Public Schools PreK-12 and Adult and Career Education, June 1, 2012.
- f) 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.
- g) Child-Specific training and periodic follow-up monitoring of unlicensed assistive personnel as determined by the nursing process as specified in Sections 1006.062(1)(b)2.(4)(a)-(d) and 1006.062(1)(b)2.(5), Florida Statutes.
- h) Health records of individual students must be maintained in accordance with Section 1002.22, Florida Statutes.
- 9) Submit all information necessary for the completion of the Annual School Health Services Report to the Contract Manager within 30 days following the end of each contract year.
- b. Deliverables - Provider must complete or submit the following deliverables:
  - 1) Quarterly basic school health services, with supporting documentation as specified in Task B.1.a.1) through B.1.a.4).
  - 2) Quarterly specialized services as specified in Task B.1.a.5).
  - 3) Quarterly administrative support as specified in Tasks B.1.a.6) through B.1.a.8).
  - 4) Annual School Health Services Report as specified in Task B.1.a.9).
- c. Performance Measures - Deliverables must be met at the following minimum level of service:
  - 1) Deliverable B.1.b.1):

- a) Provider must ensure all parents/guardians receive written information describing the school health services offered under this contract along with an opt-out form within 30 days of the start of the school year.
  - b) Provider must collect emergency information forms for all eligible students by September 30<sup>th</sup>.
  - c) Provider must review student health records for 3% of all students by September 30<sup>th</sup>, 15% of all students by December 31<sup>st</sup>, and 90% of all students by March 31<sup>st</sup>.
  - d) Vision screenings must be performed for 45% of eligible students in kindergarten, first, third, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in kindergarten, first, third, and sixth grades by March 31<sup>st</sup> of each contract year.
  - e) Hearing screenings must be performed for 45% of eligible students in kindergarten, first, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in kindergarten, first, and sixth grade by March 31<sup>st</sup> of each contract year.
  - f) Scoliosis screenings must be performed for 45% of eligible students in sixth grade by December 31<sup>st</sup> and 95% of eligible students in sixth grade by March 31<sup>st</sup> of each contract year.
  - g) Growth and development screenings must be performed for 45% of eligible students in first, third, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in first, third, and sixth grade by March 31<sup>st</sup> of each contract year.
  - h) All students with abnormal screening results must be referred within 45 days of receiving the abnormal screening results.
  - i) Provider must follow-up with all parents/guardians of students who were referred for additional evaluation and or treatment.
- 2) Deliverable B.1.b.2): Provider must provide specialized services at schools designated as full service schools in Attachment II, as specified.
- 3) Deliverable B.1.b.3):
- a) Provider must submit monthly service and screening data to the Contract Manager within 15 days following the end of each month as specified. (Exhibit B & C)
  - b) Provider must maintain all student health records as specified at all times during the contract.
- 4) Deliverable B.1.b.4): Provider must submit all information necessary for the Annual School Health Services Report to the Contract Manager within 30 days following the end of each contract year.

2. Financial Consequences - If Provider does not complete the deliverables in the time and manner specified in Section B.1.b., the following financial consequences will be assessed:

a. Deliverable B.1.b.1):

- 1) Failure to provide all parents/guardians with written information on the school health services offered under this contract and an opt-out exemption form within 30 days of the start of the school year will result in a 1% reduction to the first quarter's invoice.
- 2) Failure to collect an emergency form for all eligible students by September 30<sup>th</sup> will result in a 1% reduction to the first quarter's invoice.
- 3) Failure to review student health records for 3% of all students by September 30<sup>th</sup> will result in a 1% reduction to the first quarter's invoice. Failure to review student health records for 15% of all students by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to review student health records for 90% of all students by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
- 4) Failure to provide vision screenings to 45% of eligible students in kindergarten, first, third, and sixth grades by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide vision screenings to 95% of eligible students in kindergarten, first, third, and sixth grades by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
- 5) Failure to provide hearing screenings to 45% of eligible students in kindergarten, first, and sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide hearing screenings to 95% of eligible students in kindergarten, first, and sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
- 6) Failure to provide scoliosis screenings to 45% of eligible students in sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide scoliosis screenings to 95% of eligible students in sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice..
- 7) Failure to provide growth and development screenings to 45% of eligible students in first, third, and sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide growth and development screenings to 95% of eligible students in first, third, and sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
- 8) Failure to refer all students with abnormal screening results to an appropriate health care provider within 45 days following the abnormal screening will result in a 1% reduction to the quarterly invoice.
- 9) Failure to follow-up with all parents/guardians whose child received a referral, will result in a 1% reduction to the quarterly invoice.



- b. Deliverable B.1.b.2): Failure to provide specialized services as specified in the School Health Services Plan at all full service schools will result in a 1% reduction to the quarterly invoice for each quarter the deliverable is not met.
  - c. Deliverable B.1.b.3):
    - 1) Failure to submit monthly service data within 15 days following the end of each month in a format that can be entered into HMS will result in a 1% reduction to the quarterly invoice for each month within the quarterly reporting period the deliverable is not met. (Exhibit B&C)
    - 2) Failure to maintain all student health records as specified will result in a 1% reduction to the quarterly invoice each quarter the deliverable is not met.
  - d. Deliverable B.1.b.4): Failure to submit all information necessary for the Annual School Health Service Report to the Contract Manager within 30 days following the end of each contract year will result in a 1% reduction to the fourth quarter's invoice.
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 the most recent version of the State Requirements for Educational Facilities, Florida School Health Administrative Guidelines, and the county's approved School Health Services Plan.
  - b. Service Times

Services will be provided in accordance with time frames identified in the current approved school year calendar.
  - c. Changes in Location

Provider cannot change the school sites designated in Attachment II as full service schools without the prior written approval of the Contract Manager, the School Health Program Office, and an approved amendment to the School Health Services Plan.
  - d. Equipment

It is the responsibility of Provider, in collaboration with the Department school health coordinator or his/her designee, to determine and make available the equipment and supplies needed to complete the terms and deliverables of this contract.
4. Staffing Requirements
- a. Staffing Levels

Provider will maintain an administrative organizational structure sufficient to discharge its contractual responsibilities. Provider must 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 specialized services will be provided to the Contract Manager 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.

c. Staffing Changes

- 1) Provider must notify the Contract Manager in writing within ten days of all position vacancies.
- 2) Provider must minimize the disruption of services due to position vacancies. If problems arise such that Provider can no longer fulfill the requirements of this contract, Provider must contact the Contract Manager within 24 hours of making this determination.

d. Subcontractors

Subcontracting will only take place when Provider does not have the capacity to fulfill service requirements as specified in the current School Health Services Plan.

Provider must obtain written approval from the Contract Manager before entering into any subcontracts.

C. Method of Payment

1. This is a fixed price (fixed fee) contract. The Department will pay Provider for completion of deliverables in accordance with the terms and conditions of this contract \$115,044.25 per quarter for a total dollar amount not to exceed \$ 230,088.50.

2. A unit of service consists of one quarter of deliverables as specified in Section B.1.b. A quarter of deliverables includes all deliverables due in that quarter, including monthly or annual deliverables.
3. Invoice Requirements: Provider will request payment on a quarterly basis through submission of a properly completed invoice (Attachment III) within 15 days following the end of the quarter for which payment is being requested.

#### D. Special Provisions

##### 1. Background Screening Requirements

Any person who provides services under a School Health Services Plan pursuant to Section 381.0056, Florida Statutes, must complete a level two background screening as provided in Section 381.0059, Florida Statutes and Chapter 435, Florida Statutes. Any person required to obtain a 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 period or for the term of the original contract, whichever is longer. Such renewals must be in writing, made by mutual agreement, and are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

##### 3. Non-expendable Property Clause

Non-expendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least 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 must be listed on the property records of Provider. Provider must 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 must be inventoried annually and an inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must 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 this contract is vested in the Department upon completion or termination of this contract.

At no time will Provider dispose of non-expendable property purchased under this contract except with the permission of the Department and in accordance with the Department's 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 this contract. As such, the state is entitled to the return of all property once this 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 to include but 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
- Assure all SBBC schools have two school staff trained in medication administration and two school staff certified in CPR/First Aid
- Participate in writing of School Health Plan
- Report necessary data to DOH -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
- 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.
- 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

11/20/14



# Monthly Summary Log

School Name/Level: \_\_\_\_\_ Health Room Staff: \_\_\_\_\_ Date: \_\_\_\_\_ DAU #: \_\_\_\_\_

## Codes for Completing the Monthly Clinic Log

Table 1: Total Visits		Table 2: Outcome disposition		Table 3: Procedure		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	
TOTAL:		3 Returned to Class		3 Medications (Inhaler)		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:		6 Intravenous Treatments				6 Medical / Nursing Care	
				7 Complex Procedures				7 Mental Health Coun.	
				8 Oxygen cont./intermittent				8 No Referral	
				9 Carbohydrate Counting				9 Nursing Assessment	
				10 Catheterization				10 Social Work Services	
				11 Ostomy care				11 Subst. Abuse Coun.	
				12 Electronic Monitoring				12 Parent	
				13 Tube/PEG Feeding					
				14 Glucose Monitoring					
				15 Specimen Collect./testing					
				16 Tracheostomy Care					
				17 Ventilator Dependent Care					
				18 First Aid					
				19 Other					



### School Monthly Data Collection Form by Grade Level

School: \_\_\_\_\_ DAU # \_\_\_\_\_

Month/Year: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Description	HMC	PC	#
Pediculus or Scabies screening, -new	0571	34	
Pediculus or Scabies screening, - repeat	0571	34	
Pediculus 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	
Consultation 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



## **Attachment II**

### **Full Service Schools**

Park Lakes Elementary

Royal Palm Elementary

Meadowbrook Elementary

Lauderhill Center 6-12

Thurgood Marshall Elementary

Markham Elementary

Cypress Elementary

Hallandale Adult

Charles Drew Resource Cent

Seagull School

## ATTACHMENT III

Sample on provider letterhead

## INVOICE

To: Florida Department of Health in Broward County  
780 SW 24<sup>th</sup> Street  
Fort Lauderdale, FL 33315

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: \_\_\_\_\_

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DOH Broward Use Only

Approved for Payment: \_\_\_\_\_ 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:** \_\_\_\_\_

## 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)).

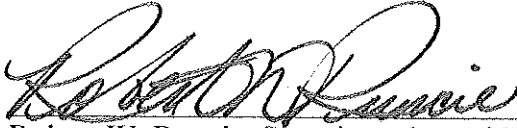
Type of Service	ANNUAL Total Number of Donated In-Kind Hours	ANNUAL Estimated Value of In-Kind Services
Adult Education		
Basic Medical Services		
Case Management		
Child Protective Services		
Community Education		
Counseling Abused Children		
Counseling High-Risk Children		
Counseling High-Risk Parents		
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

**FOR PROVIDER**

(Corporate Seal)

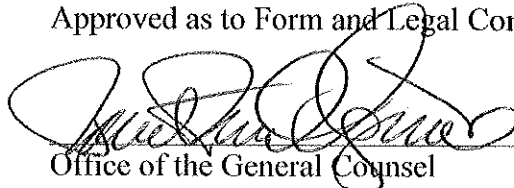
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

 11/24/14  
Office of the General Counsel

CFDA 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 (F.S.)**

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, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., 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 §215.473, F.S. Pursuant to §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 §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. 276c), 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 15). 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 §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §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*, 1964-1965 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 1994, 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.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability 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://flvendor.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.dnb.com/webform> and [www.ccr.gov](http://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 provided 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 1996 and OMB Circular A-133, and/or §215.97 F.S., 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.
9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

**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**

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. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

#### **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 §768.28, F.S., 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 the 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 Subcontractor Expenditure 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 (850-245-4199) 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 §287.0585, F.S. 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, F.S., 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 (1-800-96ABUSE).

#### **L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2,

F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health 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 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. 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, 1-800-643-8459.

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 §403.7065, and §287.045, F.S.

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 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 procurement system. Pursuant to §287.057(23), F.S. (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 Department of Health 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 §286.25, F.S., 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 30 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, F.S., 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, F.S., 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, F.S., 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, F.S., 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, 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, F.S., 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. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

**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, §384.29, §381.004, §392.65, and §456.057, F.S. 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 **\$490,328.50** 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, F.S., 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 §55.03, F.S., 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 0.03333%. 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.

08/13

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on January 1, 2015 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2015.

B. Termination

1. Termination at Will

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), F.A.C. 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.

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  
600 SE 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

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

Cecilia Zereceda  
600 SE 3<sup>rd</sup> Avenue  
Budget Office, 9th Floor  
Fort Lauderdale, Florida 33301

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

Barbara Lesh  
780 SW 24<sup>th</sup> Street  
Fort 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:

Michaelle Pope  
1400 NW 14th Court  
Fort Lauderdale, 33311  
754-321-2560

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, B, C, Attachments II, Attachment III, 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

OF SCHOOLS

DATE: \_\_\_\_\_

STATE AGENCY 29-DIGIT FLAIR CODE: \_\_\_\_\_

FEDERAL EID# (OR SSN): 59-6000530131

PROVIDER FISCAL YEAR ENDING DATE: 6/30/2015

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: P. Shagimo

PRINT/TYPE NAME: PAULA M. THAQI, M.D., MPH

TITLE: DIRECTOR, DOH-BROWARD

DATE: 12-18-14

DRAFT

## ATTACHMENT I

A. Services to be Provided1. Definition of Terms

- a. Annual School Health Services Report: An annual report submitted to the Department by August 15<sup>th</sup> of each year that reflects reported health conditions, services provided, staffing and expenditures. The reporting period will cover July 1<sup>st</sup> through June 30<sup>th</sup> each year for the duration of this contract.
- b. Contract Manager – The individual designated by the Department to be responsible for the monitoring and management of this contract.
- c. Fiscal Year: July 1<sup>st</sup> to June 30<sup>th</sup>.
- d. Health Management System (HMS): The Department's data system into which documented school health services are entered by service codes identified in the most current School Health Coding Manual, incorporated by reference. This data is used to provide a full accounting of school health services provided.
- e. Local Education Agency (LEA): As defined in the Elementary and Secondary Education Act, a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.
- f. School Health Services Plan: A document created by the Department, the Local Education Agency, and the local School Health Advisory Committee, that describes the school health services to be provided within the county, and the responsibility for provision of the services, as required by Section 381.0056(4)(e), Florida Statutes. The School Health Services Plan is developed every two years.
- g. School Health Advisory Committee (SHAC): Committee that provides a forum for the school community, health professionals, and interested citizens to discuss issues and seek solutions to better wellness in the lives of school children and staff.
- h. Quarter: One-fourth (three months) of a fiscal year. The quarters are July 1 through September 30 (quarter 1); October 1 through December 31 (quarter 2); January 1 through March 31 (quarter 3); and April 1 through June 30 (quarter 4).
- i. Youth Risk Behavior Survey (YRBS): School-based survey that monitors six types of health-risk behaviors and is conducted by the Centers for Disease Control and Prevention in collaboration with local educational and health agencies. The survey is conducted every other odd-numbered year. The health-risk behaviors that it monitors are behaviors that contribute to unintentional injuries and violence; sexual behaviors that contribute to unintended pregnancy and sexually transmitted

diseases, including HIV infection; alcohol and other drug use; tobacco use; unhealthy dietary behaviors, and inadequate physical activity.

## 2. General Description

- a. General Statement: This contract provides school health services to students enrolled in and attending public and participating non-public schools in Broward County.
- b. Authority: Sections 381.0056, 381.0059, and 402.3026, Florida Statutes; and Florida Administrative Code Chapter 64F-6.

## 3. Clients to be Served

- a. General Description: Provider will provide school health services to students attending public and participating non-public schools identified in Attachment II.
- b. Client Eligibility: All students ("eligible students") enrolled in and attending a public or participating non-public school identified in Attachment II, whose parents do not submit a written opt-out form are eligible to receive services under this contract.

## B. Manner of Service Provision

1. Scope of Work: Provider will provide basic school health services at all schools in the Broward County School District. Provider will also participate in the development of the School Health Services Plan, send opt-out forms to parents/guardians, and create emergency information forms for all students.
  - a. Task List - Provider must perform the following tasks:
    - 1) Collaborate with the Department, the Local Education Agency (LEA), and the School Health Advisory Committee (SHAC) in the development of the School Health Services Plan. The School Health Services Plan must be developed in accordance with Florida Administrative Code Rule 64F-6.002(2) and (3).
    - 2) Ensure all parents/guardians receive written information about the school health services offered under this contract and an opt-out form within 30 days of the start of the school year, allowing them to exempt their child from receiving services under this contract.
    - 3) Collect emergency information forms for all eligible students which must include at a minimum, emergency contact information, information on the student's known allergies, list of the student's medications, and authorization for emergency medical treatment.
    - 4) Provide basic school health services at all schools in the Broward County School District. Basic school health services must be provided in accordance with Section 381.0056, Florida Statutes, Florida Administrative Code Chapter 64F-6.001-6.006, and the most recent version of the Florida School Health Administrative Guidelines and (Exhibit A.) For basic school health services, Provider must:

- a) Review student health records for all students by June 30<sup>th</sup> of each contract year.
  - b) Perform vision screenings for all eligible students in kindergarten, first, third, and sixth grade each contract year.
  - c) Perform hearing screenings for all eligible students in kindergarten, first, and sixth grade each contract year.
  - d) Perform scoliosis screenings for all eligible students in sixth grade each contract year.
  - e) Perform growth and development screenings which must include a body mass index (BMI) percentile calculation, for all eligible students in first, third, and sixth grade each contract year.
  - f) Refer all students with abnormal screening results to appropriate health care providers for further evaluation and or treatment within 45 days of receiving an abnormal screening result.
  - g) Follow-up with parents of students referred for further evaluation and or treatment to ensure the students received the necessary additional evaluation and or treatment.
  - h) If Provider becomes aware that a student is pregnant, Provider must provide the student with information on interagency collaborations for assistance, counseling, education, and prenatal care.
  - i) Provide additional basic school health services as specified in the most recent version of the School Health Services Plan.
- 5) Participate in the Youth Risk Behavior Survey (YRBS) if one of the schools Provider serves under this contract is selected for the survey.
- 6) Submit all service and screening data for each month to the Department within 15 days following the end of each month in a format that can be used by the Department for entry into HMS. (Exhibit C)
- 7) Maintain the following documentation and information:
- a) Cumulative health record for each student, which contains:
    - (1) Florida Certificate of Immunization (Form DH 680) or Part A or B exemptions.
    - (2) School Entry Health Exam form (DH 3040, 6/02/DH3040-CHP-07-2013) or other form as specified in Section 1003.22, Florida Statutes and Florida Administrative Code Chapter 6A-6.024.



- (3) Documentation of screenings, results, referrals, follow-up attempts and outcomes.
  - b) Individualized healthcare plans, as determined by the nursing process and emergency care plans for chronic or complex health conditions.
  - c) Individualized medication administration records to document medication assistance to students.
  - d) Treatment logs to document medical procedures and treatments.
  - e) Daily Clinic Logs in all public and participating non-public schools pursuant to General Records Schedule GS7 for Public Schools PreK-12 and Adult and Career Education, June 1, 2012.
  - f) 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.
  - g) Child-Specific training and periodic follow-up monitoring of unlicensed assistive personnel as determined by the nursing process as specified in Sections 1006.062(1)(b)2.(4)(a)-(d) and 1006.062(1)(b)2.(5), Florida Statutes.
  - h) Health records of individual students must be maintained in accordance with Section 1002.22, Florida Statutes.
- 8) Submit all information necessary for the completion of the Annual School Health Services Report to the Contract Manager within 30 days following the end of each contract year.
- b. Deliverables - Provider must complete or submit the following deliverables:
- 1) Quarterly basic school health services, with supporting documentation as specified in Task B.1.a.1) through B.1.a.4).
  - 2) Quarterly administrative support as specified in Tasks B.1.a.5) through B.1.a.7).
  - 3) Annual School Health Services Report as specified in Task B.1.a.8).
- c. Performance Measures - Deliverables must be met at the following minimum level of service:
- 1) Deliverable B.1.b.1):
    - a) Provider must ensure all parents/guardians receive written information describing the school health services offered under this contract along with an opt-out form within 30 days of the start of the school year.

- b) Provider must collect emergency information forms for all eligible students by September 30<sup>th</sup>.
  - c) Provider must review student health records for 3% of all students by September 30<sup>th</sup>, 15% of all students by December 31<sup>st</sup>, and 90% of all students by March 31<sup>st</sup>.
  - d) Vision screenings must be performed for 45% of eligible students in kindergarten, first, third, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in kindergarten, first, third, and sixth grades by March 31<sup>st</sup> of each contract year.
  - e) Hearing screenings must be performed for 45% of eligible students in kindergarten, first, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in kindergarten, first, and sixth grade by March 31<sup>st</sup> of each contract year.
  - f) Scoliosis screenings must be performed for 45% of eligible students in sixth grade by December 31<sup>st</sup> and 95% of eligible students in sixth grade by March 31<sup>st</sup> of each contract year.
  - g) Growth and development screenings must be performed for 45% of eligible students in first, third, and sixth grade by December 31<sup>st</sup> and 95% of eligible students in first, third, and sixth grade by March 31<sup>st</sup> of each contract year.
  - h) All students with abnormal screening results must be referred within 45 days of receiving the abnormal screening results.
  - i) Provider must follow-up with all parents/guardians of students who were referred for additional evaluation and or treatment.
- 2) Deliverable B.1.b.2):
- a) Provider must submit monthly service and screening data (Exhibit B & C) to the Contract Manager within 15 days following the end of each month as specified.
  - b) Provider must maintain all student health records as specified at all times during the contract.
- 3) Deliverable B.1.b.3): Provider must submit all information necessary for the Annual School Health Services Report to the Contract Manager within 30 days following the end of each contract year.
2. Financial Consequences - If Provider does not complete the deliverables for the schools listed in Attachment II in the time and manner specified in Section B.1.b., the following financial consequences will be assessed:
- a. Deliverable B.1.b.1):

- 1) Failure to provide all parents/guardians with written information on the school health services offered under this contract and an opt-out exemption form within 30 days of the start of the school year will result in a 1% reduction to the first quarter's invoice.
  - 2) Failure to collect an emergency form for all eligible students by September 30<sup>th</sup> will result in a 1% reduction to the first quarter's invoice.
  - 3) Failure to review student health records for 3% of all students by September 30<sup>th</sup> will result in a 1% reduction to the first quarter's invoice. Failure to review student health records for 15% of all students by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to review student health records for 90% of all students by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
  - 4) Failure to provide vision screenings to 45% of eligible students in kindergarten, first, third, and sixth grades by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide vision screenings to 95% of eligible students in kindergarten, first, third, and sixth grades by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
  - 5) Failure to provide hearing screenings to 45% of eligible students in kindergarten, first, and sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide hearing screenings to 95% of eligible students in kindergarten, first, and sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
  - 6) Failure to provide scoliosis screenings to 45% of eligible students in sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide scoliosis screenings to 95% of eligible students in sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
  - 7) Failure to provide growth and development screenings to 45% of eligible students in first, third, and sixth grade by December 31<sup>st</sup> will result in a 1% reduction to the second quarter's invoice. Failure to provide growth and development screenings to 95% of eligible students in first, third, and sixth grade by March 31<sup>st</sup> will result in a 1% reduction to the third quarter's invoice.
  - 8) Failure to refer all students with abnormal screening results to an appropriate health care provider within 45 days following the abnormal screening will result in a 1% reduction to the quarterly invoice.
  - 9) Failure to follow-up with all parents/guardians whose child received a referral, will result in a 1% reduction to the quarterly invoice.
- b. Deliverable B.1.b.2):
- 1) Failure to submit monthly service data within 15 days following the end of each month in a format that can be entered into HMS ( Exhibit B&C ) will result in a 1% reduction to the quarterly invoice for each month within the quarterly reporting period the deliverable is not met.

2) Failure to maintain all student health records as specified will result in a 1% reduction to the quarterly invoice each quarter the deliverable is not met.

- c. Deliverable B.1.b.3): Failure to submit all information necessary for the Annual School Health Service Report to the Contract Manager within 30 days following the end of each contract year will result in a 1% reduction to the fourth quarter's invoice.

### 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 the most recent version of the State Requirements for Educational Facilities, Florida School Health Administrative Guidelines, and the county's approved School Health Services Plan.

#### b. Service Times

Services will be provided in accordance with time frames identified in the current approved school year calendar.

#### c. Equipment

It is the responsibility of Provider, in collaboration with the Department school health coordinator or his/her designee, to determine and make available the equipment and supplies needed to complete the terms and deliverables of this contract.

### 4. Staffing Requirements

#### a. Staffing Levels

Provider will maintain an administrative organizational structure sufficient to discharge its contractual responsibilities. Provider must 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 will be provided to the Contract Manager 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.

c. Staffing Changes

- 1) Provider must notify the Contract Manager in writing within ten days of all position vacancies.
- 2) Provider must minimize the disruption of services due to position vacancies. If problems arise such that Provider can no longer fulfill the requirements of this contract, Provider must contact the Contract Manager within 24 hours of making this determination.

d. Subcontractors

Subcontracting will only take place when Provider does not have the capacity to fulfill service requirements as specified in the current School Health Services Plan. Provider must obtain written approval from the Contract Manager before entering into any subcontracts.

C. Method of Payment

1. This is a fixed price (fixed fee) contract. The Department will pay Provider for completion of deliverables in accordance with the terms and conditions of this contract \$245,164.25 per quarter for a total dollar amount not to exceed \$490,328.50.
2. A unit of service consists of one quarter of deliverables as specified in Section B.1.b. A quarter of deliverables includes all deliverables due in that quarter, including monthly or annual deliverables.
3. Invoice Requirements: Provider will request payment on a quarterly basis through submission of a properly completed invoice (Attachment III) within 15 days following the end of the quarter for which payment is being requested.

D. Special Provisions

1. Background Screening Requirements

Any person who provides services under a School Health Services Plan pursuant to Section 381.0056, Florida Statutes, must complete a level two background screening as provided in Section 381.0059, Florida Statutes and Chapter 435, Florida Statutes. Any person required to obtain a 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 period or for the term of the original contract, whichever is longer. Such renewals must be in writing, made by mutual agreement, and are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

## 3. 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 at least 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 must be listed on the property records of Provider. Provider must 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 must be inventoried annually and an inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must 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 this contract is vested in the Department upon completion or termination of this contract.

At no time will Provider dispose of non-expendable property purchased under this contract except with the permission of the Department and in accordance with the Department's 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 this contract. As such, the state is entitled to the return of all property once this 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
- Basic School Health Services will be provided by on-site contracted health care personnel and supervised by SBBC staff to include but 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
- Assure all SBBC schools have two school staff trained in medication administration and two school staff certified in CPR/First Aid
- Participate in writing of School Health Plan
- Report necessary unidentified student data to DOH -BROWARD
- Continue to develop, implement and maintain the SHINE program and increase the number of schools utilizing the program in compliance with FERPA and Sections 1002.22, 1002.221, and 1002.222, Fla. Statutes
- Assist with Medication Administration Training
- Provide Child Specific Trainings on health conditions to school staff
- 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 unidentified student screening data for all SBBC schools.
- Follow-Up with Principals on School Health Daily Issues
- Submit an annual report of compliance with immunization mandates
- Submit unidentified student services data monthly for those schools not utilizing the SHINE program
- Provide unidentified student data to Children's Services Council as required by law

11/20/14



Monthly Summary Log

School Name/Level: \_\_\_\_\_ Health Room Staff: \_\_\_\_\_ Date: \_\_\_\_\_ DAU #: \_\_\_\_\_

Codes for Completing the Monthly Clinic Log

Table 1: Total Visits		Table 2: Outcome disposition		Table 3: Procedure		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
TOTAL:		3	Returned to Class	3	Medications (Inhaler)	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:	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	Subst. Abuse Coun.
				11	Electronic Monitoring			12	Parent
				12	Tube/PEG Feeding				
				13	Glucose Monitoring				
				14	Specimen Collect./testing				
				15	Tracheostomy Care				
				16	Ventilator Dependent Care				
				17	First Aid				
				18	Other				





### 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	
Consultation 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

## Attachment II

## Basic Schools

<p><b>Cluster 1</b></p> <p>Boyd Anderson High  Dillard High  Parkway Middle.  Larkdale Elem.  Riverland Elem.</p>	<p><b>Cluster 5</b></p> <p>Attucks Middle  Colbert Elem  Beachside Montessori  Bethune Elem.  Olsen Middle</p>
<p><b>Cluster 7</b></p> <p>Driftwood Elem  Davie Elem  Driftwood Middle  Hollywood Hills Elem.  McArthur High</p>	<p><b>Cluster 10</b></p> <p>Welleby Elem.  Sandpiper Elem.  Pinewood Elem  Broadview Elem.  Challenger Elem.</p>
<p><b>Cluster 11</b></p> <p>Horizon Elem.  Mirror Lake Elem.  Peters Elem.  Sawgrass Elem.  Village Elem</p>	<p><b>Cluster 15</b></p> <p>Northeast High  Floranada Elem.  Charles Drew Elem.</p>

## ATTACHMENT III

Sample on provider letterhead

## INVOICE

To: Florida Department of Health in Broward County  
780 SW 24<sup>th</sup> Street  
Fort Lauderdale, FL 33315

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: \_\_\_\_\_

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DOH Broward Use Only


Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PROVIDER**

(Corporate Seal)

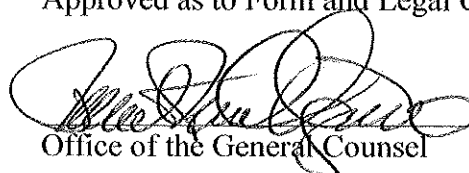
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

 11/24/14  
Office of the General Counsel

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <div style="text-align: center; font-size: 1.2em;">7/23/13</div>	<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> Open Agenda  <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No </div> <div style="width:45%;"> Special Order Request  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No </div> </div>	Agenda Item Number <div style="font-size: 1.2em;">FF-1</div>
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<b>TITLE:</b> Full and Basic School Health Service Funding Agreement for 2013-2014	
<b>REQUESTED ACTION:</b> Approve the Full and Basic School Health Services Funding Agreement for 2013-2014.	
<b>SUMMARY EXPLANATION AND BACKGROUND:</b> <p>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)(e), Florida Statutes).</p> <p>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).</p> <p>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.</p> <p align="center">CONTINUED ON PAGE 2</p>	
<b>SCHOOL BOARD GOALS:</b> <input type="checkbox"/> • Goal 1: High Quality Instruction <input checked="" type="checkbox"/> • Goal 2: Continuous Improvement <input checked="" type="checkbox"/> • Goal 3: Effective Communication	
<b>FINANCIAL IMPACT:</b> <p>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.</p> <p>There is no additional financial impact to the District.</p>	
<b>EXHIBITS: (List)</b> 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.	
<b>BOARD ACTION:</b>  <div style="text-align: center; font-size: 1.5em; font-weight: bold;">APPROVED</div>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> <div style="display: flex; justify-content: space-between;"> <div> Marcia Bynoe, Director  Michaelle Pope, Executive Director </div> <div> 754-321-2274  754-321-2090 </div> </div>
<small>(For Official School Board Records' Office Only)</small>	
Name	Phone

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

Approved in Open Board Meeting on:

**JUL 23 2013**

By:

*Laurie Rich Levinson*


School Board Chair

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Added

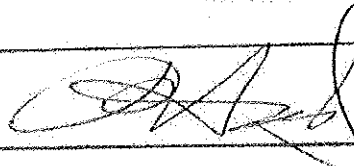
Meeting Date <b>6/24/14</b>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>FF-5</b>
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TITLE: <b>Amendment to Full and Basic School Health Services Funding Agreement for 2013-2014</b>	
REQUESTED ACTION: <b>Approve the attached BW351 Amendment 0001 to extend Full and Basic School Health Services Agreement, which provides school health services for students.</b>	
SUMMARY EXPLANATION AND BACKGROUND: <b>The Full and Basic School Health Services Funding Agreement for 2013-2014 with the Department of Health-Broward (DOH-Broward) was approved by the Board on July 23, 2013. DOH-Broward has requested the following amendment to the current Board approved contract. Changes are noted in the BW351 Amendment. The DOH-Broward and the SBBC have agreed to amend this contract. DOH - Broward will provide an additional \$652,724.88 to the current contract in the amount of \$1,305,449.86 for a total contract amount of \$1,958,174.74. This is for the continuation of school health services for an additional six months ending December 31, 2014 subject to the availability of funds. Contract revisions are updates and outline responsibilities for reporting and recording.</b>  <b>The State of Florida, Department of Health-Broward will execute after School Board approval.</b>  <b>The amendment has been reviewed and approved as to form and legal content by the School Board Attorney.</b>	
SCHOOL BOARD GOALS:  <input type="checkbox"/> • Goal 1: High Quality Instruction <input checked="" type="checkbox"/> • Goal 2: Continuous Improvement <input type="checkbox"/> • Goal 3: Effective Communication	
FINANCIAL IMPACT:  <b>There is a positive financial impact to the District of an additional \$652,724.88 to continue providing school health services for an additional six months ending December 31, 2014.</b>	
EXHIBITS: (List) <b>Amendment #0001</b> <b>ARF Board approved on July 23, 2013</b>	
BOARD ACTION:  <b>APPROVED</b>  (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: <b>Marcia Bynoe, Director 754-321-1575</b> <b>Michaelle Pope, Executive Director 754-321-1660</b>  Name _____ Phone _____

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Brian G. Kingsley, Acting Chief Academic Officer**  
**Office of Academics** 

**JUN 24 2014**

Approved in Open Board Meeting on: \_\_\_\_\_



\_\_\_\_\_  
School Board Chair

AMENDMENT 0001

This amendment, 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", amends contract #8W351.

The Department and the provider have agreed to amend this contract to add \$652,724.38 to continue providing school health services for an additional six months ending December 31, 2014 for a total contract amount of \$1,953,174.74.

1. Page 2, Standard Contract, Section I.D. is hereby amended to add item 9 as follows:

9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S. or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

2. Page 5, Standard Contract, Section II. A, Contract Amount, the first sentence is hereby amended to read as follows:

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ~~\$1,305,440.46~~ \$1,953,174.74 subject to the availability of funds.

3. Page 5, Standard Contract, Section III. A, Effective and Ending Dates, is hereby amended to read as follows:

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~~ December 31, 2014.

4. Page 7, Attachment I, Section A. 1. a. Contract Terms, Fiscal Year and Funding Agency are hereby amended to read as follows:

Fiscal Years:            July 1, 2013-June 24, 2014  
                              July 1, 2014-June 24, 2015

Funding Agency        Florida Department of Health in Broward County  
                              (hereinafter "~~FDOH~~ DOH-Broward" or Department

All references in contract to ~~FDOH~~-Broward shall be changed to DOH-Broward.

5. Page 7, Attachment I, Section 1. b. 1. Annual School Health Services Report, second sentence is hereby amended to read as follows:

000100 Words stricken are deletions; words underlined are additions

For the purpose of this contract, the reports will cover the periods from July 1, 2013 through June 30, 2014 to and July 1, 2014 through June 30, 2015 respectively

6. Page 16, Attachment I, Section C.1, the second sentence is hereby amended to read as follows:

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 ~~\$1,305,449.86~~ \$1,953,174.74, subject to the availability of funds.

7. Page 18, Exhibit A, School Board Responsibilities, the seventh and eighth bullet points are hereby amended to read as follows:

- Provide the Immunization Compliance Report for all schools by September 19, 2013 2014
- Assure that all schools have uploaded the immunization data by October 1, 2014.

8. This amendment shall begin on June 20, 2014, or the date on which the amendment has been signed by both parties, whichever is later.
9. All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.
10. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.
11. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 3 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

SIGNED  
BY: \_\_\_\_\_

NAME: Robert Runcie

TITLE: Superintendent of Schools

DATE: \_\_\_\_\_

FEDERAL ID NUMBER: 59-6000530131

STATE OF FLORIDA,  
DEPARTMENT OF HEALTH

SIGNED  
BY: \_\_\_\_\_

NAME: C. Meade Grigg

TITLE: Deputy Secretary for Statewide Health  
Services


DATE: 6/27/14



For SBBC

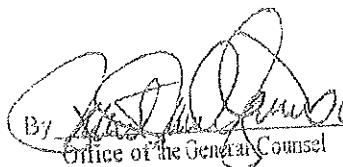
(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

  
Robert W. Runcie  
Superintendent of Schools

BY   
Patricia Good, Chair

Approved as to Form and Legal Content:

By  06/23/17  
Office of the General Counsel