AGREEMENT

	THIS AGREEMENT is made and entered into as of this	day of	
2020.	by and between	<i>,</i>	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD CHILDRENS CENTER, INC.

(hereinafter referred to as "VENDOR"), whose principal place of business is 1801 East Atlantic Boulevard Pompano Beach, Florida 33060

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-008 — Healthcare Services (hereinafter referred to as "RFP"), dated December 6, 2019, and amended by Addendum No. 1, dated January 10, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated January 13, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

<u>ARTICLE 2 – SPECIAL CONDITIONS</u>

2.01 Term of Agreement. Unless-terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2020, and conclude on June 30, 2023. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing-Services Department, will, if considering renewing, request-a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

- 2.02 <u>Description of Services Provided</u>. VENDOR shall provide SBBC with the Scope of Services and Healthcare Service Requirements in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in Attachment A Scope of Services and Attachment B Healthcare Service Requirements of this Agreement.
- 2.03 <u>Priority Documents</u>. In the event of a conflict between documents, the following priority of documents shall govern:

First: This Agreement, then; Second: Addendum No. 1, then

Second: Addendum No. 1, then; Third: RFP FY21-008 – Healthcare Services

Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 Cost and Payment.

- (a) VENDOR's costs for the services it renders to SBBC under this Agreement shall be as follows:
 - 1) Registered Nurse (RN) Supervisor \$30.00/hour Thirty Dollars and 00/100 Cents (\$30.00) per hour.
 1:10 school-based nurses
 1:10 acute care medical fragile nurses
 Hourly rate for RN supervisor(s) includes substitutes
 - 2) RN Registered Nurse \$29.10/hour Twenty Nine Dollars and 10/100 Cents (\$29.10) per hour. Hourly rate for RN's includes substitutes
 - 3) LPN Licensed Practical Nurse \$25.32/hour Twenty-Five Dollars and 32/100 Cents (\$25.32) per hour. Hourly rate for LPN's includes substitutes
 - 4) RT Respiratory Therapist \$29.00/hour Twenty-Nine Dollars and 00/100 Cents (\$29.00) per hour. Hourly rate for RT's includes substitutes
 - 5) Unlicensed Assistive Healthcare Personnel \$16.00/hour Sixteen Dollars and 00/100 Cents (\$16.00) per hour. Hourly-rate for UAHP's includes substitutes
 - One Dollar and 00/100 Cents (\$1.00) per hour.

 Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans-by pediatric RNs or any other topic mutually-agreed upon by SBBC and VENDOR.

- (b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net thirty (30) calendar days after the issuance of the same invoice. Refer to Attachment B, Section 1.N of this Agreement.
- (c) Costs shall not exceed the total amount as stated on the Purchase Order(s). VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

2.05 SBBC Disclosure of Education Records.

- (a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:
 - 1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).
 - 2) For VENDOR to contact students' parents to discuss students' health information and history.
 - 3) For VENDOR to review health screening records and perform screenings as needed.
 - 4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.
 - 5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.
 - 6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.
 - 7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).
 - (b) Types: SBBC shall provide VENDOR with the following education records:
 - 1) Health roster listing names of all students in-the-school with chronic health conditions
 - 2) Health screening records (including body mass index, vision, hearing, and scoliosis)

3) Immunization records

- 4) Parent and emergency contact information
- 5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)
- 6) Individualized Educational Plans (IEP)
- 7) Section 504 Plans
- 8) Student information for reports and other forms (as applicable):
 - i. CSHS Incident Report including health concerns (Attachment C of this Agreement);
 - ii. Diabetic Student Teaching Skills Record (Attachment D of this Agreement);
 - iii. Medically Fragile Student Monthly Medical and Insurance Status Report (Attachment E of this Agreement),
 - iv. Report of Medication Error (Attachment F of this Agreement);
 - v. Authorization for Medication/Treatment Form for administering medication (Attachment G of this Agreement); and
 - vi. Authorization for Medication/Treatment Form for authorizing treatment (Attachment H of this Agreement).
- (c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.3 I(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 VENDOR Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the-term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at <u>privacy@browardschools.com</u>, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

- 2.07 <u>HIPAA Compliance</u>. VENDOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances, and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as Attachment I of this Agreement. PHI may be used and disclosed only in compliance with HIPAA.
- 2.08 <u>Inspection of VENDOR's Records by SBBC</u>. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.
- (a) <u>Duration of Right to Inspect</u>. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.
- (b) <u>Notice of Inspection</u>. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.
- (c) <u>Audit Site Conditions</u>. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
- (d) <u>Failure to Permit Inspection</u>. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.
- (e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

- (f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.
- (g) <u>Inspector General Audits</u>. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
- 2.09 <u>Notice</u>. When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Director, Coordinated Student Health Services The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

To VENDOR:

Denise Rusnak, Program Officer Broward Childrens Center, Inc.

200 SE 19th Avenue

Pompano Beach, Florida 33060

With a Copy to:

Cheryl Arriaran, Director of Home Health

Broward Childrens Center, Inc.

200 SE 19th Avenue

Pompano Beach, Florida 33060

2.10 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of VENDOR or its personnel, providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to

perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

- Public Records. The following provisions are required by Section 119.0701, 2.11 Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.
- IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.
- 2.12 <u>Liability</u>. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- (a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- (b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or

become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

- 2.13 <u>Insurance Requirements</u>. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:
- (a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) <u>Professional Liability/Errors & Omissions</u>. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- (c) <u>Workers' Compensation</u>. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) <u>Auto Liability</u>. VENDOR shall maintain Owned, Non-Owned, and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- (e) <u>Acceptability of Insurance Carriers</u>. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and has a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- (g) <u>Required Conditions</u>. Liability policies shall include the following terms on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- (h) <u>Cancellation of Insurance</u>. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.
- (i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 Nondiscrimination.

- (a) As a condition of entering into this Agreement, VENDOR represents and warrants that it shall comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 Supplier Diversity Outreach Program.
- (b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.
- 2.15 <u>Annual Appropriation</u>. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- 2.16 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such-erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 <u>Incorporation by Reference</u>. The Attachments A through CC as attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

<u>ARTICLE 3 – GENERAL CONDITIONS</u>

- 3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
- 3.03 <u>Independent Contractor</u>. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- 3.04 <u>Default</u>. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30)-calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.
- 3.05 <u>Termination</u>. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the

effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

- 3.06 <u>Compliance with Laws</u>. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.07 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
- 3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.10 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.11 <u>Assignment</u>. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 3.12 <u>Captions</u>. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.13 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

- 3.14 <u>Preparation of Agreement</u>. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intentand the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.15 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.16 <u>Waiver</u>. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 3.17 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.18 <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- 3.19 <u>Agreement Administration</u>. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- 3.20 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 3.21 <u>Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content: Digitally signed by Kathelyn Jacques-Adams, Esq ka
	Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

BROWARD CHILDRENS CENTER, INC. ATTEST: , Secretary Title: Witness The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses. Florida STATE OF COUNTY OF Broward The foregoing instrument was acknowledged before me by means of physical presence or Online notarization, this OS/15/2020 (date) by Marjoria Evans, CEO (name of officer or agent, title of officer or agent) of Broward Childrens Center Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline) or has produced (type of identification) as identification and who Bdid/□did not first take an oath this , 2020. My Commission Expires: WENDY N KELLY MY COMMISSION # GG126855 EXPIRES July 23, 2021 99126855 Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK]

(Corporate Seal)

SCOPE OF WORK

- 1. VENDOR shall provide all healthcare service requirements, as stated in Attachment B of this Agreement.
- 2. Medicaid Billing and Documentation VENDOR shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
- 3. Sample Reports and Documentation VENDOR shall maintain and store medical records as agreed upon by SBBC. These records will contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.
- 4. Healthcare Services for the District: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC shall not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.
- 5. Authorization of Healthcare Services: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.
- 6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
 - (a) Diabetic Student Teaching Skills Record (Refer to Attachment D of this Agreement)
 - (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to Attachment E of this Agreement)
 - (c) Monthly Quality Improvement (MQI) Report (Refer to Attachment J of this Agreement)
 - (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to Attachment K of this Agreement)
 - (e) Clinic RN Supervisory School Visit (Refer to Attachment L of this Agreement)
 - (f) Clinic Daily Data Collection Worksheet (Refer to Attachment Mof this Agreement)
 - (g) Clinic Monthly Data Collection Data Collection Form (Refer to Attachment N of this Agreement)
 - (h) Report of Medication Error (Refer to Attachment O of this Agreement)
 - (i) CSHS Incident Report (Refer to Attachment P of this Agreement)
 - (j) Monthly Summary Log (Refer to Attachment Q of this Agreement)

ATTACHMENT A

- 7. Completion of Care Plans: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.
- 8. Contracted Agency Nurse Accountability Checklist: VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer to Attachment R of this Agreement)
- 9. Staff and Child Specific Training: VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.
- 10. Communication Binder: VENDOR shall maintain a communication binder in the health room in accordance with District protocol.
- 11. Medication Management: VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer to Attachments S and T of this Agreement)
- 12. Professional Development of Agency's Staff: VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.
- 13. RN Supervision Ratio: VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.
- 14. **Healthcare Staffing Coverage:** VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.
- 15. Required Nursing Activities: VENDOR shall provide the required nursing activities as designated in Attachment U of this Agreement.
- Director of Nursing and Nursing Supervisors: VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.
- 17. Recommended Staffing Structure: VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

ATTACHMENT A

- 18. Notification(s): VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.
- 19. Written Notification: VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.
- 20. Registered Nurse: VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.
- 21. Communication Process: All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.
- 22. Federal and State Mandated Requirements. It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.
- 23. Introduction. VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.
- 24. School Health Services Plan: VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer to Attachment V of this Agreement)
- 25. Pediatric Healthcare Professional: VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
- 26. Services: VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
 - (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - (b) Administering medication
 - (c) AED/CPR/First Aid
 - (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
 - (e) Nebulizer treatments
 - (f) Catheterization

ATTACHMENT A

- (g) Changing dressings
- (h) G-Tube feeding
- (i) Tracheotomy care
- (j) Suctioning
- (k) Caring for ventilator-dependent children
- (1) Training SBBC staff on various health procedures
- (m) Administration of oxygen
- (n) Case management of students with healthcare conditions
- (o) Development of Individual Student Health Care Plans and Emergency Care Plans
- (p) Meet State requirements of the School Health Plan
- (q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
- (r) Adhere to all SBBC Policies and Procedures for Healthcare Services
- (s) Comply with all State and SBBC Core Health Services requirements

[THIS SPACE INTENTIONALLY LEFT BLANK]

HEALTHCARE SERVICE REQUIREMENTS

1. HEALTHCARE PERSONNEL & GENERAL INFORMATION

A. Licensed Personnel: VENDOR shall provide RNs, LPNs, and RTs who are professionally and currently licensed in compliance with Florida law(s). If VENDOR is providing RNs, LPNs, and RTs with an expired license (or suspended license and/or certification), it shall result in default of contract.

VENDOR shall maintain copies of any licensure and certification prior to placement of service and shall provide copies of this licensure/certification to SBBC upon request. VENDOR shall provide healthcare services consistent with a professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

- B. Unlicensed Assistive Personnel: VENDOR shall provide unlicensed assistive personnel who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. Authorization of Medication/Treatment: An Authorization for Medication/Treatment Form, signed by a physician, is required for the healthcare personnel to provide student-specific medications, treatments, and procedures. This form can be obtained through SBBC, Coordinated Student Health Services (CSHS) Department website.
- D. Medicaid Provider and Billing: VENDOR shall bill Medicaid directly for services provided to medically fragile students and Medicaid eligible. VENDOR shall get prior authorization from Medicaid for medically fragile students to which they are assigned. Medicaid letter of approval or letters showing that the agency is requesting Medicaid approval for school nursing services is to be submitted to the Exceptional Student Learning Support (ESLS) Department.
- E. Reports and Documentation: VENDOR shall comply with SBBC procedures for documentation. VENDOR shall prepare time logs, reports, and other written memoranda in the form and manner deemed appropriate by SBBC. VENDOR's personnel, under this contract, shall follow procedures for completing required documentation for student attendance, student progress, and reporting to parents, reimbursement for Medicaid funding, and other procedures as required by SBBC. VENDOR shall complete Monthly Health-Data Reports for assigned and medically fragile students and submit to CSHS by the required date. These records may include but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.

- F. Healthcare Supervision: VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
 - i. For the RN/HST program, VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - ii. VENDOR staff working in the School Health Room, on-site school classrooms, and medically fragile students, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. Interviewing Healthcare Personnel: SBBC reserves the right to interview RNs, LPNs, RTs, and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any person prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) shall be replaced within thirty-six (36) hours of the request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. Replacement Personnel: Replacement personnel (substitutes or long-term) shall have credentials equivalent to the individual whom they replace, and their credentials shall be maintained by VENDOR.
- I. Identification/Attire/Cell Phones: It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g., RN, LPN, HST on their person at all times and before assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes shall be close-toed. Personal cell phones are to be used for emergencies only. No excessive jewelry, i.e. large earrings, a large necklace, multiple bracelets and rings, and no hats.
- J. Attendance/Punctuality: All healthcare personnel are to call their agency as soon as they know that they shall not be available for a scheduled shift or shall be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system at the location.

ATTACHMENT B

K. Changes in Services: VENDOR shall provide SBBC with all changes in services in writing to CSHS. VENDOR shall provide SBBC a minimum of twenty (20) calendar days' notice of any reduction and/or changes in the number of services.

- L. SBBC's School Day Calendar: VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: www.browardschools.com.
- M. Open Purchase Orders: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.
- N. Billing Instructions, Time Keeping, and Payment of Invoices: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311. ESLS shall submit the approved invoices for payment to the Accounts Payable Department. DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.

 Services are required in accordance with the school day schedule, and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in Attachment W of this Agreement.
 - i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. (Refer to Attachment A, #2 of this Agreement)
 - ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in Attachment X of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

- iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in Attachment Y of this Agreement.
- iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.
- v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.
- vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.
- vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2. HEALTHCARE DOCUMENTATION

VENDOR is required to document healthcare and services on approved SBBC forms or electronic media. These forms of electronic media may be updated or modified at any time and additional forms added at any time by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website: http://www.browardhealthservices.com/forms/ or contact CSHS directly for a copy of the form. It is VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.

- A. Authorization of Medication/Treatment: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer to Attachments G & H of this Agreement)
- B. Student Medication Log: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer to Attachment Z of this Agreement)
- C. Diabetes Authorization of Medication/Treatment: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer to Attachment AA of this Agreement)
- D. Daily Diabetic Log: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.
- E. Healthcare Notes: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the_time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

- F. Student Healthcare Plan: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the student care plan shall be provided by the principal/designee. The EHP is to be reviewed with school staff by the VENDOR's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.
- G. Student Clinic Pass: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer to Attachment BB of this Agreement)
- H. Daily Clinic Log: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer to Attachment CC of this Agreement)
- Monthly Summary Log and Data Collection Forms: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.
- 3. Healthcare Duties and Service Direct Healthcare Provider to Student Ratio
 - A. Roles and Responsibilities. VENDOR shall ensure that their employees providing one-to-one care to a student are oriented to SBBC's policies and procedures. Any questions regarding these policies should be directed to the VENDOR's supervisor or school administrator.

The following is a list of key responsibilities for healthcare personnel providing direct care to students. This list is not all-inclusive of all responsibilities required.

- i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to record arrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.
- ii. Remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.

ATTACHMENT B

iii. Nurses assigned to medically fragile students shall have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.

- (a) Section 1: Physician's Medical Orders—Both the School District—Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
- (b) <u>Section 2</u>: Medication and Procedure log documentation in the school setting.
- (c) <u>Section 3</u>: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
- (d) Section 4: Training/Licensure documents of the nurse.
- (e) Section 5: Documentation of training to school staff.
- (f) Section 6: Supervisor visit documentation
- B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.
- C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.
- D. Meet the student's personal care and needs.
- E. Assist the student in accessing/completing tasks at school as needed.
- F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.
- G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel should assist, providing the medical safety of the assigned student(s):
- H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

ATTACHMENT B

- Each student should have a folder or binder in the student's classroom. There should be a copy of the student's current doctor's order(s) and the healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
- J. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
- K. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
- L. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel shall tell the teacher in the classroom that he/she shall take a restroom break. If there is a restroom in the classroom, it shall be utilized.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT C



Coordinated Student Health Services Marcia Bynoe, Director

	CSHS Incident Report
Date:	Time:
Student:	
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	
Outcome:	
Plan for follow-yo: vesóno	
Signature	e & Title:
Reviewed by Coordinated Student Health Ser 7/2015	vices on:

ATTACHMENT D

				Agency:
	!	Diabetic Stude	nt Teaching	
erreterreterreter (1949) in ordere plan establishe establishe establishe establishe	and the second manufacture and second as	Skills Re	ecord	a deligibili di distri di september di september di sentendo del sente del deligibili del sente del sente della di
_	YesNo Emotio Motiva Altered	(If yes, check all that a nai/Psychosocial tion Family Process		
Student Check Teaching Content.		Nurse Demonstration Date	Student: Demonstration Date	Completion Date
Diabetes: Disease Process		· ·		
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				

-construction - consistency - consistency

(Continued)

Blood Glucose: When to test

Physical Activity/Exercise

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instructión Date	Nurse Demonstration Date	Stadent Demonstration Date	Completion Date	
Nutrition	and the state of t				TERNE BARDESHALINAS SACA
Carbohydrate Counting					
Insulin Administration Syringe					
Insulin Administration Pen					
Insulin Administration Pump					
Gincagon Administration					,
Infection Control					
Comments:					
, ,		,			
6/18/12					

ATTACHMENT E

COORDINATED STUDENT HEALTH SERVICES Medically Fragile Student Monthly Medical and Insurance Status Report

THE CONTROL OF THE CO

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS. ______Reported Mouth: Student Name: School Attending: Student Absences Total Days absent for the month: Reasons for absences: Check all that apply and give number of days □lliness/Days □ Hospitalization/Days □ □Appointments/Days □ □Nursing issues/Days □ Nursing Agency Nursing Agency Assigned: Nurses Assigned (Name/Title): Insurance Information Name of Insurance: Expiration Date: Any insurance/payment concerns: Medical Status Change in medical status: [No [Yes (If yes, please explain below and attached the requested information): changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans. Agency RN Printed Name Signature CSHS Review/Comments: CSHS Nurse _____ Date____

ATTACHMENT F

Report of Medication Error

Name of School:		and the state of t	
Birth Date:		4 100	
Date and time of err	ort		
Name of person adn	ninistering medication:		Control of the Contro
	and dosage prescribed:		
Describe circumstat	ices leading to error:	-	
	And the second		
		·	
Type of error:			ere and a second
Describe action rand	484.		
,		وريون ورود ورود المعاملة والمستقد والمستقدان المستقدات المستقدات المستقدات المستقدات المستقدات والمستقدات	gaday de ey jiya al <mark>a manamin si ka liber ji is isti istimb</mark> an isti salar en berili ey k
Persons notified of e	Troc:		
	<u>Name</u>	<u>Date</u>	<u>Time</u>
Principal:	\$\$44.48\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	and the state of t	
Parent:	and the second	1500000-0000-00000-000	
Physician:			
Health Education S	ervices:	akkanyakapanakan perjajah panjaksi negara alam da amaga a an esta a	والمتعدد والمعاولية المتأثور والمورس موسعو مواسب سا
Other:		والمعارض والمراد والمعارض والمراد والمعارض والمعارض والمعارض والمعارض والمعارض والمعارض والمعارض والمعارض والم	Sakia nna proviccionacia i po d i
Signature (person co	ompleting incident repor	t):	
Follow-up informati	ion if applicable:		
Copy - School Nurse	mulative Health Folder		
Copy - Health Education	in Selvices		
Source: "Quidelines for l Maryland.	in-servicing Non-Medical Personne	l on Medication Procedu	æ» biimii,

Administering Medication

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Landerdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

Sindent's Name: School Name and Phone #:		Date	Date of Birth:		Grade:	
School Name and Phone #:			Fax#	•		
With Later						
Diagnosis:		· · · · · · · · · · · · · · · · · · ·				
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL SIDE EFFE	INSTRUCTIONS/	
			1	1		
List any emergency pre- diabetic reactions, etc.) :	cautions / health er	 mergencles that sho	uld be anticipat	ed for this stud	ent; e.g. allergy triggers,	
diabetic reactions, etc.) There are no extraordinar 911 arrives, is this	y emergency medic adequate for	al services available student survival	at school. Since	endy CPR and ES D NO,	first aid are available until IF "NO", specify:	
Physician's Name (Printed)	The state of the s	Physician's Sign	ftare		
			Physician's Tele	phone & Fax Nu	mbers	
Physician's Office Address	i		Date Completed			
This information will be obtained	PARENT	t Permend AL PERMISSION TED BY THE STUD)	FOR MEDICA ENT'S PARENT /	T ION GUARDIAN)		
Student's Name:		Date of Birt	h:	Grade:	Andrew William Chairman	
I grant the principal or his / during the school day, inclu- by his-her physician to self- and when they are away fro medication, I give permission	ding when be/she is a chainister their medi on school nooresty fi	way from school prop ration(s), I grant perm or official school even	verty for official so issism for my chik to In the event th	thool events. If n I to self-administ et my child is un	ry child has been authorized in their medication at school able to cold administration	
NOTE: • Medications must be stabeled containers, prov. • School personnel may a	iomg one for home a dminister only medic	nd one for school. stions zumorized by a	physician.		on into two completely	
It is your responsibility	to notify the school v					
Parera /Guardian Name (Pri	પ્રસ્તુ)	Signatur	e of Parent / Guar	lian		
Date Signed		Contact	Phone Number			
Form #2240 Rev. 12/19						

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdala, FL, 33311 AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name:		Grade:				
Date of Birth;	والمستوان والمراوية والمستمد والمستوان والمراوية والمستوان والمستوان والمستوان والمستمان والمراوية والمستوان			APPLICATION TO THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL		
School Name:		· · · · · · · · · · · · · · · · · · ·				
Diagnosis:		Allergies:				
TREATMENTS DURI	NG SCHOOL HOLIDS					
Treatment Plan:	200 DESTOOTE HOOSE					
PROCEDURE	73707	MEDS/FEEDING	FREQUENCY	RATE /		
Catacterization	TYPE	AMOUNT	SPECIFIC IIMES	PLOW		
Yeedings	□ G-Tabe □ J-Tube					
	D NG-Tube DSpecial			1		
Suctioning	☐ Oropherynx					
	☐ Tracheostomy ☐ Desg					
	C Surface					
Trackesstomy	□ Tabe Replacement					
	O Care (Cleaning)					
CPT						
Öxigen Albting						
Ventilater						
Nebuliter Tr				-		
Palse Oximeter	we procedures required for	are a second of the second of	□ NO, IF "YI			
List any emergency pre reactions, etc.): There are no extraordir	iary emergency medical service	hat should be anticipated for this stu		_		
Physician's Name (Prin	quate for student survival? [] Y					
Physician's Telephone of	tea) & Eur Vumbon	Physician's Signature				
Physician's Office Addr	rect.	Date Completed:				
This information will be obta	hed by School Board District Personnel					
		MISSION FOR TREATMENT				
	(TO BE COMPLETED BY I	HE STUDENT'S PARENT / GUA	IRDIANT			
Student's Name:	n	ate of Rich C-	·4			
coming the school of authorized by his her phy at school and when they a hear treatment, I give per	If her designed the permission to a day, including when bo'she is and sician to self-administer their med we away from school property for mission for the principal/designed ter only treatments authorized b	asist or perform the administration of a ay from school property for official- lication(s), I grant permission for my c official school events. In the event that to perform the administration of the p y a physician. It is your responsibility	each treatment/proceds school events. If my hild to self-administer my child is unable to	child has been their treatment self-administer		
Perent / Guardian Name (Printed)	Signature of Parent / Gu	ardian			
Date Signed	Contact Number					

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into as of this_	day of
, 2020 the "Effective Date"), by and between	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC" or "Covered Entity"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD CHILDRENS CENTER, INC.

(hereinafter referred to as "Business Associate"), whose principal place of business is 1801 East Atlantic Boulevard Pompano Beach, Florida 33060

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("PHI") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - RECITALS

- 1. <u>Definitions</u>. When used in this Agreement and capitalized, the following terms have the following meanings:
 - (a) "Breach" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 - RECITALS

- (b) "Business Associate" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
- (c) "Designated Record Set" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health-plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "EDI Rule" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "Electronic PHT" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.
- (f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- (g) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (h) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (i) "Minimum Necessary" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (j) "Omnibus Rule" means the HIPAA Omnibus Rule of 2013.
- (k) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
- (I) "Protected Health Information" or "PHT" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (m) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "Security Rule" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 - SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
 - Business Associate shall perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 - SPECIAL CONDITIONS

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI shall comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

3. Permitted Uses and Disclosures of PHI by "Business Associate".

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, ortransmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

ARTICLE 2 - SPECIAL CONDITIONS

- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 1.64.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. Amendment.

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) Termination for Cause by SBBC. Upon SBBC's knowledge of a material breach by-Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

ARTICLE 2 – SPECIAL CONDITIONS

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) <u>By SBBC</u>: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. No Waiver of Sovereign Immunity.

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

ARTICLE 3 - GENERAL CONDITIONS

20. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Director, Coordinated Student Health Services

The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

Privacy Officer

Risk Management Department

The School Board of Broward County, Florida

600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301

To Business Associate:

Denise Rusnak, Program Officer Broward Childrens Center, Inc.

200 SE 19th Avenue

Pompano Beach, Florida 33060

With a Copy to:

Cheryl Arriaran, Director of Home Health

Broward Childrens Center, Inc.

200 SE 19th Avenue

Pompano Beach, Florida 33060

ARTICLE 3 - GENERAL CONDITIONS

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

27. Regulatory References.

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida,

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

FY21-008 - Healthcare Services Date: 2020.05.19 08:13:35 -04'00'

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

	FOR SBBC:		
(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA		
ATTEST:	By Donna P. Korn, Chair		
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content: Digitally signed by Kathelyn Jacques-Adams, Esq kathelyn Jacques-Adams, Esq kathelyn Jacques-Adams gebrowardschools.com Redams gebrowardschools.com Redams gebrowardschools.com		

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

BROWARD CHILDRENS CENTER, INC.

Margone Como (E) By:	MARJORGE ZUANK, CEO
Signiur	Print-Name and Title
May Amstaria Witness	
Witness	
The Following Notariz	ation is Required for this Agreement
STATE OF Florida	
COUNTY OF Broward	
notarization, this OS/15/2020 (date) by title of officer or agent) of Browned Cacknowledging), a Florida corporation. He/she is Personally known to me	ged before me by means of physical presence or online of Machoric Evans CEO (name of officer or agent, childrens Conter Inc. (name of corporation (state or place of incorporation) corporation, on behalf of the conderline) or has produced the Eddid/Odid not first take an oath this 15 day of
My Commission Expires:	Signature – Notary Public
WENDY N KELLY MY COMMISSION # GG126855 EXPIRES July 23, 2021	Notary's Printed Name GG126855 Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This rollification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and

(Business Associate)

(Dustriess Associate).
Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.
Description of the breach:
Date Of date range of the breach:
Date of the discovery of the breach:
Number of individuals affected by the breach:
The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth home address, account number, or disability code):
Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against ar further breaches:
Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach:
Contact information to ask questions or learn additional information:
Name:
Title:
Address:
Email Address:
Phone Number:

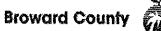
Monthly Quality Improvement Report Broward County Public Schools Coordinated Student Health Services

School:	Date:		
Agency/SBBC: Nurse:			
Health Room Person RN:LPN:	No. of Hours/Day:	· · · · · · · · · · · · · · · · · · ·	
Administrative liques	The state of the s	es No	N/A
Standardized health room log used (no notes or individually identifiab	le bealth		
information			
Health treatment protocols for management of chronic and complex co	onditions and		
emergency procedures are readily available Administrative protocols and references are available			
Policy for reporting and documenting medical errors is available			
Core Monitoring posters located in office and clinic			
Medication Administration (\$1006.062, E.S., Ch. 64R9 14, F.A.G.			
School District Medication Policy available onsite	1965	es 🥦 🧺 No 🕏	N/A
2-Unlicensed Assistive Personnel (UAP) are designated by school ad	ministrator		
Training of UAP documented/posted (every 2 years)	BUHISU SUCE		
Periodic monitoring of UAP documented			
Names of trained UAP are in the Clinic Communication Bind			
Parental permission (signature) on file for each medication authoriza			
Documentation of counting medication (initial & refills) when receive			
Medications stored in original container with original pharmacy labe	not expired		
Medications stored in locked cabinet or locked in refrigerator (or locked			-
OTC medication labeled with students name, not expired	2 00.17		
Expired medications stored in labeled container in separate locked cal	binet		
Parent/Risk Management notified of expired Medication, not removed	by parent		
Individualized student medication record in use			
Procedure to identify no-show students			
Medication received match the medication listed on the Physician Aut	horization		
Form?			
When receiving new M.D. orders are the previous orders discontinued	?		
Scheduled medications given within the correct time frame?			
Emergency Preparedness (CH 64F-6,004, F.A.C.)	- A	es No.	NIA
- Student emergency health information records are readily available to	staff		
Procedure to report accidents and injuries in use			
Current CPR/First Aid/AED certification (health room staff & 2 addit	ional school		
staff) and current certification copies available. Names phone numbers of persons certified in CPR/First Aid/AED pos	4-4 011		
emergency poster throughout the school	rea on 911		1
First aid supplies and emergency equipment available, and not expired	(see Sakaal		
Health Guidelines, Section IV, Chapter 21 for recommendations)	r face control		-
AED unit is properly maintained with documentation bi-weekly			
Documentation that Blood Borne Pathogens DVD has been viewed by	stafî		

Kealth Room	1	V o	
An area is designated as the health room and maintained in an orderly fashion			
Passes are utilized to document care given in clinic			
Completed passes are stored in a locked cabinet/drawer			
Climic logs are utilized to record students visit to the climic (no identifiable health			
information)			
All students' records are kept in a locked file cabinet or other secure place		African electron artest describer	
Nurse is able to observe students while in health room			
Biohazard infectious waste bag (red bag)			
Refrigerator thermometer present			
Refrigerator temperature log documentation (if refrigerated medications present)			
Chronic Health	Ve	No	AIA (
Current Health Roster available			
Health Roster Tracking form completed			
Care Plans developed and signed by R.N.			
EAP signed and distributed to teachers			
Medication trainings for school staff completed			
Screenings	Yes	No	NIA
System in place to track failed health screenings			
Nurse participates in Follow up process			
Heaken Vision referrals sent to parents of students who failed vision two times			
Ummunizations	Yes	No	N/A
Immunization Compliance list available			
Nurse/HST collaborates with school IMT regarding students who are out of			
compliance (sending out letters)			
Trainings .	Ves .	No	N/A
Identify students who have current Epi-Pen, Glucagon or Diastat Medication			
Authorization on file in clinic			
Emergency Plan of care in place for Epi-Pen, Glucagon, and Diastat			
Monthly health education for the school			

Comments:				
Clinic Reviewed By (Please Print):				
Signature;	DRY	□LPN	□ Nursing Supervisor	□ CSHS

Rev113016





Public Schools

Coordinated Student Health Services Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY OF CHECKLIST

SUPERVISOR NAME: DATE:			
Nurse' Name:	Agency:		
Nurse Presentation	YES	NO	F/U
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment:			
Stethoscope			
Pen light			
Scissors			
Pulse Oximeter			
Blood Pressure Cuff	ļ 		
Student's Medical Equipment			
Has all needed medical equipment as listed on the			
Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
		1	-
Medications		1	
Medication Policy is in book		<u> </u>	
Current orders are documented on the Authorization		· · · · · · · · · · · · · · · · · · ·	
for Medication/Treatment form			}
Medications are in the original containers with		1	
pharmacy labels containing the student's name,			
medication, dosage, route, and frequency			
Medication is in a locked container or secured in		1	
nurse's possession			
Medication expiration dates are noted in		1	
documentation			
Student's Chart/Binder:			
School Information: Release of Information		1	
Code Blue Procedure is documented in binder at	-	†	
assigned school			
School Information Sheet		1	

RN name/Signature	Date	
Date of expected correction(s)(2 weeks maximum):		•
(Use lined page for further documentation)		***
Plan for above deficiencies:		_
their education		
IEP reflects how students medical status impacts		
School:		
4.555		
Supervisor's visit reflects corrective action plan of errors noted		
Supervisor visits are up to date		
Supervisory visits		
R		
Physical assessment is completed daily		
diagnoses		
Documentation reflects all student's medical		
Nursing documentation is up to date		
Documentation	THE RESIDENCE AND REPORT OF THE PROPERTY OF TH	
Care plans are present and reflect all diagnoses		
Accident Reporting Procedure		
Policy for medication administration, reporting medical errors		

Clinic RN Supervisory School Visit

Date;	Agency:		
RN/LPN/HST:	Supervisor:		
Notes	granten et a anno anno anno anno anno anno anno a		
SKILLS REVIEW		CLINIC REVIEW	
Glucose Monitoring		Quality Improvement Form	
Glucagon Administration		Consultation with school staff	
Insulin Administration		504 Meetings	
Insulin Syringe		IEP Meetings	
Insulin Pen		Child specific training	
Insulin Pump		Health Education class	

Carbohydrate Counting

with the statement of the statement of

Medication Administration

Other:

Nebulizer



Coordinated Student Health Services Marcia Bynoe, Director

Name:	Agency:		Month:
Type of Stedent Virili to	Clinic Total Visits	Total Time of Gare	Total Medians Attend
EPs.			
Ceneral Education			
Tetal]
	Data	Total	
Nursing Ass	essments .		
Care Plans	ompleted		
Trainings P.			
2 mar 1 mar 2 m Taran 1 mar 2	nings for Absent Students		
	ning Follow-up		
	urned to Class		
Students Sen			



Coordinated Student Health Services Marcia Bynne, Director

ool Name:	Clinic Monthly Data Collection Worksheet			
My 119me:	Agency	Month:		
Type of Studen	d Phits to Clinic Total Vints	Total Time of Care Total Meetings Attended		
601		Ever august Attended		
IEP				
General Educatio				
Total				

Data	Totals
Nursing Assessments	
Care Plans Completed	
Trainings Provided	
Health Screenings for Absent Students	
Health Screening Follow-up	
Students Returned to Class	
Students Sent Home	
911 Calls	

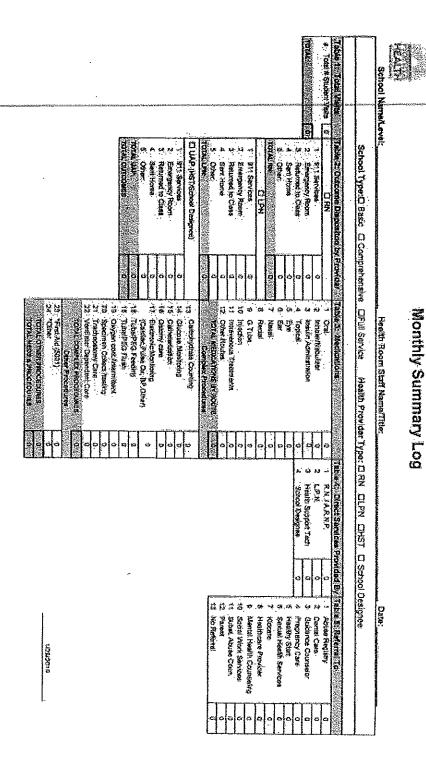
Report of Medication Error

Name of School:					
Name of Student:					
Name of Student: Birth Date: Date and three of			والمرافقة		
ware and time of clish!	<u> </u>				
Date and time of error: Name of person administering medication:					
Name of medication and dosage prescribed:					
Describe circumstances l	ending to error:		The state of the s		
TO STORY AND ADDRESS OF THE PARTY OF THE PAR			.—		
Type of circuit	and the same of th				
percupe action taken; -					
Persons notified of error		- Marie para ny mandron di Agran, and Agran, and Agran, and Agrando de Agrando de Agrando de Agrando de Agrand	pandal from the statement of the stateme		
	Name	<u>Date</u>	Time		
Principal:					
rarent					
i mygician.					
Health Education Service Other:					
Signature (person comple	eting incident report)):			
Follow-up information if					
Original - Principal/Cumulat Copy • School Nurse Copy - Health Education Serv	•		МАНИЗАНИЯ ГООВИНАТИТЕ ИЗВИДИТЕЛЬНИЙИ И ВИТИТЕЛЬНИЙИ И ВИТИТЕЛЬНИЙИ И ВИТИТЕЛЬНИЙИ И ВИТИТЕЛЬНИЙИ И ВИТИТЕЛЬНИЙ		
	ing Non-Medical Personnel	on Medication Procedur	≅." DHMH,		



Coordinated Student Health Services Marcia Bynoe, Director

ista kata kata mana sa kata kata kata kata kata kata kata	CSHS Incident Report
Date:	_
Student:	
Agency:	
Concern:	
Documentation of communication:	
Outcome:	
Plan for follow-up: yes/no	
Signature & 1	Fitle:
Reviewed by Coordinated Student Health Services	



Broward County Public Schools Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

 AGENCY NAME: DATE
SCHOOL:
NURSING SUPERVISOR:
NURSE:

	PROCEDURE 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2	Performs activity in accordance in policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines.	Requires further instruction and supervision
SCH	OOL HEALTH ROOM Basic First Aid List First Aid Emergency Kit CPR/AED Trained Personnel AED Readiness/Inventory Log			
DOC	UMENTATION Maintains confidentiality (FERPA) Clinic logs and passes Student's medication log Individual Health Care Plans Emergency Care Plans Quarterly QI Checklist 504 students			
COM	IMUNICABLE DISEASE Guidelines for Communicable Disease Control, In Schools Reportable Disease/Conditions in Florida BCPS Infection Control Guidelines			

Contracted Agency Nurses Accountability Checklist

PROCHOURE	Performs activity in Accordance to policy and Procedure guidelines	Document personners activity in accordance with policy and procedure publishes	Requires further instantion and superdates
CHILD ABUSE AND NEGLECT Recognizing Child Abuse Reporting Child Abuse			
HEALTH RESOURCES Community Health Resources Parent Guide			
ANAPHYLAXIS Administration of Epinephrine Auto Injector Caregiver Epi-Pen Kit List			
ASTHMA • Metered Dose Inhaler Administration • Nebulizer Administration			
DIABETES Blood Glucose Monitoring Ketone Testing Carbohydrate Counting Insulin Injection via Pen or Syringe Insulin Pump Procedures Diabetic student Teaching Skills Record			
CORE HEALTH REQUIREMENTS			

Contracted Agency Nurses Accountability Checklist

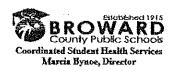
PROCEDURES	procedure =	perform schvily in	Requires further instruction and supervision
SEIZURES Diastat Administration Caregivers Diastat Kit List Seizure Log			
HEALTH ROSTER Identifying Students with chronic Health issues Developing a Plan of \ Care			

Corrective Action Plan needed	YES	NO	
Comments;			
Agency Supervisor Signature:		DATE;	
Agency Nurse Signature:		DATE:	
Signature:		Date:	



Corrective Action Plan

School	Agency	Date
Description of Corrective Acti		
Corrective Action Taken:		
TOST TRUE THE THE THE THE THE THE THE THE THE TH		
Evidence of Completion of the		
Evidence of Completion of the	: Corrective Action:	
Title/Role of Responsible Pers	0h3:	Date of Completion:
mployee Name/Title		Employee Signature/Date
iupervisor Name/Title		Supervisor Signature/Date
leviewed hy Coordina	ited Student Realth Ser	Nicos:
continue by Coulding	ico student neath 361	Aures.
lame/Title		Signature/Date



Request for Corrective Action Plan

Date:	Time:	
School:	Agency:	
Employee Name/Title:		
Issues found upon clinic audit:		
	···· ·	
	of this request and submit a corrective action plan to Coordinated Studen	Ė
Signature & Title:		

4.445

Coordinated Student Health Services Nursing Activities

Activity	Description
Grade Level Screenings	Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance. • Vision screenings are required for all students in kindergarten (k), 15, 3 rd , and 6 th grades and new to state in grades k through
	 5th. Growth and development screenings are required for students in 1st, 3td, 6th, and 9th grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. District Health Techs conduct vision, BMI and hearing
Pediculosis	screenings. Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services Nursing Activities

Activity	Description
First Aid or CPR	The provision of First Aid and/or Cardio Pulmonary Resuscitation (CPR) should include an evaluation of the student's condition, the administration of First Aid and/or CPR, and documentation in the
ACCO TO CONTRACTOR DE LA CONTRACTOR DE L	student's health record. Contracted Agency personnel should be currently certified by nationally recognized, certifying agencies in the administration of first aid and CPR.
Complex Medical Procedures	Provision of health-related services required by the student to function in the school setting. Complex medical procedures include but are not limited to: cardiac monitoring, carbohydrate counting, glucose monitoring, oxygen therapy, specimen (urine or blood) collection or testing, nebulizer treatment, and intervention through administration of emergency medications.
Immunization Follow-up	Review and/or follow-up of student Florida Certificates of Immunization to verify that age-appropriate immunization requirements are current and documented. Students' immunization status must be periodically reviewed to ascertain if the student is age-appropriately immunized. Targeted groups include, at a minimum: 1) Newly enrolled students in State; and 2) Students in kindergarten and 7th grade.
School Health Staff Consultation	Coordinate health services with other school activities and advise and/or assist school personnel, parents/guardians and other health care providers in health related matters.
Family Engagement	ensure participant's families have the opportunity to be actively engaged with the school health program; and provide regular, ongoing communication to parents and caregivers about the program and their child's health status.
Individualized Health Care Plan (IHP)	Development, review, or revision of individualized student health care plans (IHP) by a registered nurse for students with chronic or acute health problems. These students may need specific individualized health-related services to maintain their health status, stay in school, and optimize their educational opportunities, as identified by school health staff. The written IHP must be followed to provide services in a safe and efficient manner.
Emergency Care Plan (ECP)	The Emergency Care Plan (ECP) is a component of the IHP. All students who have a life threatening condition or chronic condition that may result in complications causing serious life altering or life threatening events should have an ECP. The plan should always include emergency contact information, the medical diagnosis and nursing plan of care, individual student information such as medications, goals, and who is delegated, trained and authorized to provide care in the absence of the nurse. The ECP should be easy for unlicensed assistive personnel (UAP) or school staff persons to understand and follow. It should be written so that laypersons can follow student-specific emergency procedures in case of an emergency.
Health Education	Provide ongoing health education for students and parents on various health topics related to school health.

Coordinated Student Health Services Nursing Activities

Activity]	Description
Oral Health Serv	ces f	Provide oral health education in collaboration with community partners. Make referrals for further evaluation when appropriate.
Child-Specific Tra	ining A	A planned education session with one or more participants, conducted by Contracted Agency personnel, to provide child-specific training to school personnel performing the school personnel performing the school personnel performing the school personnel
Chronic Disease	Management F C r	Provide education, management and support of students with thronic conditions. This includes objective assessment and monitoring; review of student health history and parent report in order to assess the characteristics and severity of the condition and o ensure adequate control is achieved and maintained.

11/16

ord Co.	
onord County	
200	
EN SONO	
TEM No.:	

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 2018-10-02 10:05 - School Board Operational Meeting MEETING DATE Special Order Request O Yes No AGENDA ITEM ITEMS FT. Time CATEGORY F. OFFICE OF ACADEMICS DEPARTMENT Coordinated Student Health Services Open Agenda No TITLE: School Heath Services Plan 2018-2020 REQUESTED ACTION: As required by Florida Statute 381,0056 approve the attached 2018-2020 School Health Services Fran, which describes the school health services to be provided SUMMARY EXPLANATION AND BACKGROUND: Fixed a Statute 361,0055 requires each local Department of Health to develop, jointly with the school destrict and school health activisory committee, a School lessin Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and processed of cooperative planning by The School Board of Brokerd County and the Florida Department of Health, as required by statute. See Supporting Doos for construction of Summary Explanation and Background. This plan will be executed after School Beard approval. SCHOOL BOARD GOALS Ocal 1: High Quality Instruction

Goal 2: Continuous Improvement O Goal 3: Effective Communication FINANCIAL IMPACT: There is no financial impact to the District. EXHIBITS; (List) (1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2 SOURCE OF ADDITIONAL INFORMATION: BOARD ACTION: APPROVED Nama: Michaelle Valbrun-Pope, Chief Stu Sup Init i Phone: 754-321-1660 (For Official School Board Ready to Orice Only) Name: Marcia Bynoe, Director Phone: 754-321-1575 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Senior Leader & Title OCT 0 2 2018 Approved in Open Board Meeting On: Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Form #4169 Revised 08/04/2017 RWR/ MVP/MB:etb

Signature

Electronic Sagnature

Mickey Valbrun-Pope 9/13/2018, 12:11:09 PM School Board Chai

F-1. Continuation of School Health Services Plan 2018-2020.

Continuation of Summary Explanation and Background

Chapter 64F-6.002 Florida Administrative Gode (FAC) requires the plan to be completed on a two-year cycle. The previous plan 2016-2018 was approved by the Board on October 5, 2016. The State School Health Program conducts an annual audit with the Florida Department of Health and the District to review the provision of the School Health Program services. Recent audit conducted in April 2018 reflected the District met all standards. This plan is a collaboration with all healthcare entities to facilitate the provision of the mandated health services in the District public schools.



Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.

2018 - 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@fihealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
Local Department of Health	faula Thag, MD	
Administrator / Director	CON SENERAL PROPERTY	10-66-18
	Barbara Britinan	Porte
Local Department of Health Nursing Director	Barbard Botoma	10/18/18
Local Department of Health School	moureum O'Kuffe	10 {18/18
Health Coordinator	Manager O'Kuffe	18/18/18
	NORA Rupres	10/2/18
Sthool Board Chair Person	1000 hard largae 61	lolelis
School District Superintendent	Robert W. Rusche	16/2/18
School District School Health Coordinator	managery Noe	10/4/18
Sthool Health Advisory Committee Chaliperson	mauceum o Kuffe	0 1 × 1 ×
Citedpostifi	Maurice Kriffe	10 / 18 / 18 Secte
School Health Services Public / Private Partner	Cindy Arenberg Setters Centry Quanter Set	10/8/18

Broward County

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the "Plan") that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed blenniolly.

The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:

- Part 1: Basic School Health Services General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.
- 9art II: Comprehensive School Health Services Include Increased services in section 381,0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to
- Part III: Health Services for Full Service Schools (FSS) Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

The Plan contains 4 columns, as follows:

- Column 1—Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 3.
- Column 3 Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. [2018]. Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. [2008]. See also: Rhea v. District Board of Trustres of Santo Fe College, 109 So. 3d 851, 856 (Flo. 1st DCA 2013). Therefore, the school district expects all parties to the School Health Service Plan to take all necessary steps to

Broward County

preserve the confidential and exempt nature of this information. It should not be inspected or copied by or provided to anyone other than the parties who have a legitimate need for such information. In addition, where applicable, these records may sometimes be covered by the Health insurance Portability and Accountability Act (HIPAA), 45 CFR Part 164, and must be protected pursuant to HIPAA guidelines.

PARTIL BASIC SCHOOL HEALTH SERVICES						
Requirements/References 1. School Health Services Plan; District Wellness Policy;	1a. Each local school health services plan shall be completed biennially and	Local Agency(s) Responsible	Local Implementation Strategy & Activities The local school health services plan will be completed biennially and			
Comprehensive School Health Services; Full Service Schools; School Health Services Act: s. 381,0056, F.S.; Chapter 64F-6,002, F.A.C.;	pensive School approved and signed by, at a minimum, the superintendent of schools, the school board charperson, and the local CHD medical director/administrator.	DOH	approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.			
Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse In the Delegation of Care in	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director/administrator.	LEA DOH	The local school health services plan will be reviewed each year for the purpose of updating the plan. Amendments will be signed by the school district superintendent and the local Department of Health medical directortadministrator. The local school health services plan will describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.			
Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.	fc. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	LEA DOH				

Broward County

1d. Each local CHD uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work.	DOH	DOH Broward uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work
de. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.		The LEA and DOH Broward have a designated ARNP and RN, respectfully, responsible for the coordination of planning, development, implementation and evaluation of the program. These two positors shall collaborate to assure program compliance and to plan and assess the delivery of program services.
If. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards, and are consistent with the Nurse Practice Act.	LEA DOH	DOH-Broward and LEA shall adhere to protocols for supervision of school health services personnel consistent with statutory and regulatory requirements and professional standards. They shall be consistent with the Nurse Practice Act and the Technical Assistance Guidelines—The Role of the Professional School Nurse in the Delegation of Care in Fiorida Schools.
fg. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician when applicable.	LEA DOH	Protocols and stanting order shall be developed by DOH-Broward in collaboration with the LEA, local school health advisory committee, and the student's private physician. Child specific standing orders shall be written by the student's private physician.

ATTACHMENT V

Broward County

	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual raport, to include services provided by all partners.	LEA DOH School Health Partners and Providers	All partners providing school health services will follow procedures developed by DOH Broward for the collection of Health Services data, All partners will submit data monthly within specified time frames to be
2, Health Appraisal s. 381.0056(4)(a)(1), F.S.	1I. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy. 2a. Determine the health status of students.	DOH-Broward LEA School Health Providers	input into HMS. Additional information needed for the Annual Report will be collected annually. The SHAC includes members representing the eight components of the CDC CSH model. A representative from SHAC sits on the LEA Wellness and Learning Supports Committee. In addition the SHAC annually reviews the LEA Wellness Policy. The health status of students will be determined by any or all of the following: Health History and/or Nursing Assessment Record Review Parent Conference Coordination/collaboration with school personnel/health care providers and implementation of medical orders for students with actual potential or suspected health problems.
3. Records Review s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters:	3a. Perform initial school entry review of student health records, to include school entry physical, Immunization status (DH 680), cumulative health record, emergency information, etc.	LEA DOH	Initial school entry review will be completed by either DOH-Broward or LEA and/or the principal's designee. Review will include information regarding:

ATTACHMENT V

Broward County

- 1	CALC COCKAN CANO			
	64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.		and in a second second proper way and the second se	(a) Immunization status and certification; (b) Health history, including any chronic conditions and treatment plan; (c) Screening tests, results, follow-up and conjective action;
				(d) Health examination report (e) Documentation of injuries and documentation of episodes of sudden illness referred for emergency health care:
				(f) Documentation of any nursing assessments done, written plans of care, counseling in regards to health care matters and results; (g) Documentation of any
,,,,,,,				consultations with school personnel, students, parents, guardians or service providers about a student's health problem, recommendations made and results; and
		3b. Emergency Information card for		(h) Documentation of physician's orders and parental permission to administer medication or medical treatments given in school.
		each student should be updated each year.	LEA	At the beginning of each school year, or upon new student entry, students will submit emergency information cards. School health personnel or principal's designes will
				review emergency cards annually to identify current medical status. An emergency information card, shall contain a contact person, family physician, altergies, significant health

Bridward County

history and permission for emergency care,	DON-Browerd, LEA and School Hoalth Providers will perform school Briton and American agreements of	student's heelth needs according to Chapter 84F-6.001(6), Florida Administrative Code.	DON Broward RN's at assigned schools, LEA RN's at assigned schools, Lead School Headle Double Company	RN's at assigned achock will develop an individualized hanilitears plan for	day-to-day and emergency care of students with chronic or acute conditions at schools	BMI screening will be performed in	required grades to identify students	will make the appropriate referrate as	DOH Broward makes available	Preventative dental services to all Elementary and Middle School	Students in school and for all students in the DOH Dental Clinical	All partners providing school health	services will provide health	counseling, including instruction for the liberal maintenance, dispasse	prevention, and health promotion as
	LEA DOH Browerd	School Health Providers	LEA DOH Broward	School Health Providers		ES	School Health	Providers	DON Breezen	חופשטוט נוחת		LEA	School Growing	Providers	
	4a. Perform school entry and pariodic essessment of student's health needs.		 For day-to-day and emergency care of students with chroxic or scuts health conditions at school, the RN develops 	an individualized healthcare plan (HP) and Emergency Care Plan (EDP).	_	Sa. Identify students with nutrition	related problems and refer to an appropriate healthcere provider.	•	69. Recommended services include:	oduceikin to all grados end referrel	system.	7a. Provide health counseling as	appropriate.		
-	4. Nurse Assessment a. 381.0056(4)(a), F.S.; Chapters:	64*5:001(6); F.A.C., 6A-6:0253, F.A.C., 6A-6:0252, F.A.C.,	6A-6.0251, F.A.G.			5. Nulrition Assessment	s. 381.0058(4)(a)(4), F.S.; Florida School Health	Administrativa Resource Kantiel, 2017	8. Preventive Daniel Program 5. 381.0056/4 Yalin F.S.	and deliate beautions		7. Health Counseling	פי שם זיימים בל הלמלי ומלי ביתי		

All school health providers will providers will provide original and follow-up of abnormal health screaning. The providers will be the providers will be school from the providers will be school health providers will be school health operations will providers will provide the providers will be provided the provided th	LEA provides a consumery resolutional consumery and consumery in Consu	LEA shall oblain parental/guardlan pomitssion in willing prior to invasive
LEA DOH Broyard School Haalih Providors	154	re,
Bat. Provide of following the provided and an additional and provided	Provider Screenings and a list of all providers. Screenings and a list of all of the constant	9b. Obtain parent permission in willing prior to invasive screening, (e.g., printerlandshapers are exem).
Suspecied and Confirmed Realth Problems 8.381.0006(4)[a](11), F.S.	k Powitonings 3.381.0056/kjikjikosj.F.s.; Chepiat MrF&003(1-4), F.A.C.	

_ &	cools and al ons ons out out out out out out out out out out	ddibonal dd vall by a signe allon bono ssted in
Ali school haalih providere viël provide relarrei end lokow up for eknormal health screenings.	Folicides, procedures and prolocols for the immigracy of the third procedures and prolocols for the immigracy of the little filter and the EA, CHD and at little date all district date all district date and arrangement in the case of the case and arrangement of the date springles annually for anti-studies, all district date springles annually for a date in the breathers of the arrangement of the date and prolocols and the date of the d	Health Room staff and two additional mendels and in each school visit to each school school visit to each school v
LEA DOH Broward School Health Providers	DCB DCB School Brown Redokers Providers	LEA BOH Broward School Healin Previders
80. Asisi in bosalog inlaini sources for soldierie will alloh and/of fraginnoi. Tog sulvaini while about and/of fraginnoi. Tog sulvaini will about an second fragilis. Aformal accurate may include, but are not limited to, aske contracted vision sovice provider (provided the etucariones exigiting specificanies)—etucariones exigiting specificanies)—etucariones exigiting specificanies)—etucariones exigiting specificanies)—	10s. Eraura written healit einergenop polities and protocols are melitahed and incluse rithman psorktors.	Casses halls noon staff and known staff and known well with the search school on commenty carefullout is sea of positioned by carefullout (CPA) and first all and a field is prosted in key locabilities.
	10. Kaning Emergency New Conference Service School (10) F.S., The Market School (10) F.A.; Emergency cutching for School, 20 is Forder Edition	

77

		on 911 posters located in health	
		rooms, achaol offices, gyms, and	
		cefelarias and throughout other	
		locations in the echool.	
10c. Assist in the planning and training		DOH-Broward, LEA and School	
of staff responsible for emergency	ð	Health Providers will assist in the	
sinal ops	DOLUMENT TO STATE OF THE STATE	planning and training a significant property	Salaran property
	SCHOOL HEALTH	responsible for the care on a day to	
	Provent.	day basis to students who are ill or	
		Injured while on school grounds	
		during achool hours.	
106. The school nurse shall monitor		All school health providers and/or	
adequacy and expiration of first aid	4	principal designes will use the LEA	
supplies, emergency equipment and	DON Brown	First Aid supply list to monitor	
facilities.	School Health	adequacy and expiration of first ald	
	t Landoct	supplies, emergency equipment and	
		facilities.	
10s. The school principal (or designee)		The school orincipal or designes	
shall assure first aid supplies,	5	shall follow the LEA procedure to	
emengency equipment, and facilities are		ensure adequate health, first aid	
malnialned.		supplies and emergency equipment	
		are available and maintained, AED	
		units shall be chocked bi-weekly and	
		documented.	
10f. All injuries and apisodes of suddon		All injuries and appropriate of sudden	
iliness referred for emergency health.	LEA	iliness referred for emergency health	
treatment shall be documented and	DOM Browning	treatment will be documented and	
reported immediately to the principal or	Sound Hellin	reported to the principal or designee.	
the person designated by the principal	F (GVC)	All school health providers or	
or lite acting principal.		principal designes will follow LEA	
		procedure to document and monitor	
		all accident/injury reports, and 911	
		CBRs.	
10g. It is the responsibility of each		Each school that is a member of the	
school that is a member of the Florida	25	Florida High School Athletic	
High School Albielio Association to:		Association will have an operational	

Ξ

er er eine der eine der der eine der e

	1) have an operational eutometic		eutometic external defibrillator and	
	external defibrillator (AED),		will ensure a minimum of two non-	
	2) ensure employees expected to use		medical persons will be trained in	
	the AED obtain eppropriate training, and		AED usage. AED's will be recisioned	
	3) register the AEDs with the county		with the county Emergency Medical	
	emergency medical services director.		Services Director. AED units shall be	
The second secon	the second second contract of the second cont	and any or property of the second of the second	checked bi-weekly and documented	-
Assist in Heelth Education	11. Assist in Health Education 11e. Collaborate with schools, health	LEA	LEA is responsible for the	
Currectium	eleff and others in health education	DON Browned	dayalopment of health aducation	
s. 381.0056(4)(e)(13), F.S.	curriculum denelooment.	School Hould	curriculum in all public achools.	
		Providers	DOH-Broward and school health	
			providers assist as requested.	
12, Refer Student to	12a. Use community or other available		Ali achoci haalth providers will use	
Appropriate Health Freshrant		4	community or other available referral	
s, 381.0056(4)(a)(14), F.S.	referral pources for Medicald aligible.	OOH Broward	resources, Florida KidCere has a	
	uninsured and underlinsured students.	School Health	contract with Broward County Public	
		+10W09/8	Schools to provide information to all	
			students on Insurance options.	
13. Consult with parents or	13a. Provide consultation with parants,		All echool health providers will	
guardian regarding atudent a	sludents, start and physicians regarding	Ā	provide consultation with parents.	
health leaves	student health issues.	DOM Broward	students, staff, and onveictans	
s. 381.0006(4)(a)(15), F.S.;		School Health	regarding students hosith issues.	
Chapler 6-(F-6.001(1), F.A.C.		FIGNORES		
14. Maintoin Health-Reinted	14a. Maintain a cumulative health		Cuntulative health records, and	
Student Records	record for each student that Includes	ব্	reculted information, on each student	
ss; 381,0056(4)(s)(16), F.S.,	required information.	DOH Broward	shall be maintained in the schools by	
1002.22, F.S.;			authorized personal. All schools will	
Chapter 84F-5,005(1)(2), F.A.C.			tollow LEA procedure and guidelines	
			to maintain a cumulative health	
			record, LEA and DOH will establish a	
			manilaring schadule and neview for	
			compliance	

5

Broward County

1

Public School The Scho

Page 80 of 104

Broward County

Page 81 of 104

	}	
DOH and LEA will develop policies within contribute responses to suspended or continued communicable developes on the first first first first strategies, a process to process to strategies, a process to	Action by the Japon continuations and disease to CHC, Initial response & military, outlines in resultation, and medical intervientum. The LEA has developed procedures to conditions responsels regarding communicable diseases.	The Third cardioged is procedure for the above
DOH Broward	ekannal kalukkurtura kannal kalukkurtura da	rev
Zža. The school health plan shall include communicable distans polides. Noke Folicias need to provide for interagency coordination during largested for confirmed disease butbreake for confirmed disease butbreake for sch		in finites production in the procedure for gravest and stitutions specific administration of medication training.
	director or administrator or the State Health Officer to declere a communicable disease amergancy 6, 1003,22(9), F.S.; Chapter 64F-6,002(2)(6), F.A.C.	13. Exch district school beard shall include in its approad action) hastlit savricas plan a procedure to provide braining. By a register funite, a florance of the procedure to provide braining, by a register funite, a physician or a selection of the administration of paracented deep plane by the action principal to assist; a selection principal to assist; a selection principal to assist; a selection of prescribed medication at 1006 652(1)(a), F.B.

¥

Page 82 of 104

White has decide, phone/boundlands, physician, and school safe, The Hipping his physician, and school safe, The Hipping his physician and school safe, and physician provided the abain of all students form natural or abain of all students form. The EAP shall direct lets 11 will be sent and form seeding for on a nearby/safe sent and have a plan of adult of the sent and his performs and have a plan of adults of performs and such his suddent is turnable to perform seff-administration of the spilosphitma auto-lydgate.	School Recent		racacleuse my earry and suplemphrine auto-injenter and an infation in the suplemphrine auto-injenter and submit, eather), eatherly eatherly and submit panetal and phylalan. authorization has been provided. 2. 1002.0019, F.A.; Ginalias S.A. 6, 5251, F.A.C. Ginalias S.A. 6, 5251, F.A.C. Swing Lives 18 & A.D. S. S.
The RN shall develop an annual HP hal Includes an EAP, In cooperation with the student, perentituardians, physician, and school staff. The HIP shall include this second using to the	LEA DOH Broward Schook Hoalih Providers	26a. For students with life threatening milegules, the RN shell develop an enlergule. The Pula Includes on EAP, in cooperation with the student, and school parent/guardians, physician, and school	26. A student who is at risk for life-threatening affergic for delether may carry an uplanghing auto-injector and self-administer while in
re father deridies. All sector health providers will develop surjects HP and/or EAP in sector dates will evelop surjects HP 2014.EAP dutiellines. Gl Documpitation has been developed to resoot HP and/or EAP			s. 1002.20(3)(h) F.S.; Nalional Association of School Narses (NASN) Position Statement, The Use of Asthma Recta inhalers in the School Setting
LEA has prolocols which addresses that any other has any settimatic student whose prontied a physician provide approval may carry a MDI on their person and person which in school and/or school mainty or fail or a school hand and failes a fit school hand and failes a fit school hand the failes and school hand the failes are school hand the fail	LEA DOH Bravard School Matth Providers	ZEa. Develop and Inclement an Includivalized Hauthreat (Flan (IHP) and Emergency Action Plan (IAP) to onsure safe use of Inhelet by student.	25. Studente with asthma Whose perent and physician provide approval may carry a mistared dose inhaler on their person White in school
with delegation practices per Ch. 6489-14, F.A.C.			Chapter 6489-14, F.A.C.
Administration at achool. Designated school personnel are vained by ficering a professionals in administration of prescribed and over		school aleff for medication administration and be consistent with delegation practices.	procedules governing the administration of prescription medication by district school board personnins.
LEA Policy number 6305 (Medication Administration) addresses Medication	LEA	24. Each district school beard 24a. The achool district medication shall adopt policies and policy will address the use of designated LEA	24. Each district school beard shall adopt policies and

Broward County

Saferal Marce and Hendhasis for		
Connection Cards, NASN:		
MASN Postling Statement on		
Basella Madicaliona in School:		
Studente with 1 fe. Threateolog		
Allergies, 2017 Updated		
Guidance	Manager propagation and a second control of the con	,) the property of the contract of the contrac
27. A public school may	27a. If the school district has chosen to	
purchase a supply of	maintain supplies of spinsphrine auto-	NA.
epinaphrine auto-injectors	injectors, a standing order and withen	
from a wholesale distributor	protocol has been developed by a	
or manufacturer as defined in	scensed physician and is available at all	
s. 499.003, F.S. for the	schools where the epinephrine auto-	
apinephrine auto-injectors at	injectors are stocked.	
fall-market free or reduced		
prices for use in the event a		
oftophylane on early and		
Company of the company of the company		
reaction, the epinephine		
ento-injectors must be		
maintained in a secure		
speallon on the public		
school's premises. The		
participating school diablet		
shall adopt a protocol		
developed by a licensed		
physician for the		
administration by achoo!		
parsonnel who are trained to		
recognize an anaphylectic		-
reaction and to administer an		
appropriate or to Infortion		
- 1009 507370791 E.S.		
28. Educational training	28s. Ensure that school staff that are	
hroniams regulared by this	pasionated by the infection (in addition (MA)	4lls
section must be conducted by		
The state of the s		
n nationally recognized	to scaninister stock epinephine alto-	
organizalion experienced in	injectors (not prescribed to an Individual	

Page 84 of 104

Broward County

the second of th

emercency health freatment	reconized organization experienced in		
or an antity or individual approved by the department. The curriculum must include as a minimity of Rescention.	usifilig laypersons in emitigancy health. treatment or on entity approved by the Department of Health.		
/		Contract to the latter of the	en e japon e en e
slings, and other altergens; and (b) The proper			
edralnistration of an epinaphytos auto-injector			
29. Studente With diabetes	29a. Maintain a copy of the current		in accordance with LEA protocols,
that have physician and	physician's disbates madical	LEA DOH Browned	sludents with dispetes that have
thair dishelic supplies and	Implement an IHP and ECP to ensure	School Health	carry their disbelic supplies and
equipment and self-manage thair dispeles while en-route	eals self-management of dabeles.	Second .	equipment and self-manage their disheles white endough to and from
to and from school (bus), in			school (bus), in school or at echool
sponsored activities. The			sponsored activities. The Written authorization shall identify the
written authorization shall			dabetic supplies, equipment and
equipment and activities the			performing Without assistance for
student is capable of			diabetic self-management, including
partorning without assistance for diabetic soif-			hypoglycemia and hyperglycemia. All school health providers will
management, Including			develop students IHP and EAP in
hypogiyeemla and			accordance with DOH-Broward/LEA
s. 1002.20(3)(), F.S.:			fine may.
Chapter 6A-6.0253, F.A.C.;			
NASN position statement,			
Uspeies Management in the			

7)

and the second of the second of the second s

Auncia premose

T is a second of the second of		
who has applicing a student who has applicing a student who has applicationed or is all rick for your securifications are applicated by the properties of th	All health related child specific commercial and commercial Documentalists will fished a Documentalists will fished by the RN and the specific signed by the RN and the specific signed by the RN and the specific signed by the personnel assuring child specific bealthing.	Use of nonmedical assistiva porconhel is condistant with delagation practices and the Technical Assistance Quidelines of Anse
LEA BON Boward School Healin Providers	LEA DON Brownt School Heelih Providers	LEA DOH Broward School Hoalth Providers
bevoking and implement in IHP and ECP for management of the augmentations required pracriessic enzyme augmentations required pracriessic enzyme augmentation and ensymmetric the liber includes carried and existence and existence are serviced to the proposition includes and presented to the proposition of the proposit	See Sectioner history in this of side, see See See See See See See See See See	31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.
studentwho has a related to the art and a rela	on month as a state of the same of the sam	ssional School Nurse io alegation of Care in a Schools (Rev. 2010).

Page 86 of 104

2111

32. Pursuant to the provisions	32. Purstiant to the provisions 32s. Collaborate with actual district to		Non-Instantional school district	
of Chapter 435, any parson	ensure district packground screening	49	employees or confractual personnel	
Who provides services under	policies do not result in duplicate or	DOH Broward	who are permitted accuse on actions	
a school health services plan	conficting background screening	School Health	prounds whan students are present.	
pursunnt to s. 381.0056, F.S.	requirements for staff providing school	Providere	who have direct contact with students	
must meet level 2 sproening	haalth sorvices.		must meet lavel 2 scraening	
requirements as described in		O Parameter and the second of	requirements	-
8. 435.04, F.S. A person may				
satisfy the requirements of				
this subsection by submitting				
proof of compliance with the				
requirements of taxes 2				
sersening conducted within				
11.months before the date				
that person initially provides				
torvices under a school				
health sarvices plan.				
sa. 381 0059 F.S.				
1011.465. F.S.			_	
33, Immediate netification to a	33a. The school health services plan		Broward County Public Sobools will	
student's parent, quardian, or	shall include policies and procedures for	5	intractiately polity a shefapile graph	
caregiver If the student is	molementation.		distribution or canaditar if a student is	
remayed from school, school			involved the manufactured from school	
transportation, or a school-			school transportation or a school	
appropried activity and taken			sponsored activity and taken to a	
to a racelying facility for an			receiving facility for an involuntary	
involuntary examination			examination as sourced to Fincida	
pureuant to s. 394.463, F.S.			Statule.	
Including the requirements				
estabilshed under				
ss. 1002.20(3)(J), F.S.				
1002.33(9), F.S.				
381.0056(4)(a)(19), F.S.				

-

197

Broward County

-7

		·		,
Tobacco). Odiaborale with community, contradora and other paractive lo identify students at riskfengaged in substance abuse. Consult with school counselorationally.	LEA guidalinea outlina siepa for silvedente a trisk signa and symptoms are available to staff. Coordinate with Studde preveation designee to assess studients on this and provida fullents on this and provida (hilavorandoms and classes Coldidornia with agendes to provide counseling resources.	Collaborate with classroom leacters and seducidational resource alet to provide presentations focused on reducing high risk behaviors.	Herally at risk students from passones and excellent more). Refully students brough nell- flershift students brough nell- ellershift server unterlight exsessments and parent tracked reconstruction of includes cortained with social workers, perents, guidance workers, perents, guidance provisedor, and other health professionals.	Presentations will be given to promote healthy illostyte with educational programs related to himan sexuality according to L.E.A.
	LEA DOH Broward	LEA DOH Braward	LEA DDH Browerd	LEA DOH Broward
	Provide ar coordinate counselling and rifermis to decrease the indidence of sulicide eltempts.	34f. Provide ur coordinale health education; classas to reduce the Indemoe of subsitance ablas, suicide attempts and other high-risk behaviore,	34g, Idenlify and provide historantons for students at this for early perenthood.	34h. Provide counseling and education of leans to prevent and reduce involvement in sexual activity.
				. Partitional and a second

7

			guidelines/policies/cuntculum. Individual and group counseling is evallable.
	34i. Cotaborate with Interagency initiatives to prevent and reduce tean pregitency.	LEA DOH Broward	Unk to teen pregnancy prevention programs. Collaborate with cleasmoom teachers and
			*adocation*a yateograph to provide information to pregnancy greavention and pregnancy greavention and perentially programs focusing on pregnancy, in accordance with EEA guideliness' policies.
	34). Facilitate the return to exhool after delivery and provide interventions to decrease reposit prognoncy.	LEA DOH Broward	Collaborate and rater to community providers and partners. All pragnant teens will be referred for case management,
-	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pragnant lears will be referred to Healthy Start for cere coordination and enhanced services.
PART	PARTIII: HEALTH SERVICES FOR FULL BERVICE SCHOOLS (FSS)	SERVICE SCHOOL	8 (F85)
References/Resources	Program Standards	Local Agency(s) Responsible	Locallimplementation Strategy & Activities
35. The State Board of Education and the Department of Health shall	35a. Designale full veryloe schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic eveluations.
fornty establish full-cervice, schools (FSS) to serva students from achobis that have a student population st	35b, Provide nuitilional services.	LEA DOH Broward School Hoalth Providers	Full Sarvice Schools provide specialized services as needed and requested by sieff and students

Broward County

Full Service Schools provide besid medical services.	Full Service Schools provide referrals Jo TANF es needed	Full Service Schools reports suspected shuse or neglect to the Abuse Holline,	Referraks ard mado as appropriate.	Schools develop agraements for in-kind health, social services and convmunity partners.
LEA DOH Broward School Health Providers	LEA DOH Broward School Health Providers	LEA OGN Broyerd Befool Heelih Providers	LEA DOM Broward School Health Providers	V31
Nigh risk of reading modical 38c, Provide bouls medical services. and social services. c. 402,3026(1), F.S.	354, Provide reterral to dependent children (Temporary Assistance to Needy Families (TAHF)).	350, Provide referrals for abused children,	35i. Provide referrals for children risk of Celirguent behavior parents, and adult education.	35g, Develop local agreements with providors and/or purities for In-Und health and social services on school previous.
high risk of reading medical and social derylos s. 402.3026(1), F.S.				
	1			

~

ATTACHMENT W

			YOF	AGENCY, TO DESHEET				
Week Beginning Ou:	Agency Name	*		RY/LPN/HST:	T: RST/Name Nume:			
KN Seperation Name (Applicable to the RN/HST Program):	able to the RNAST Pro	ijer#			School Nune:			
Chest Name (U. Applica Std):			5	Circle Type of Care Providings Clinic		Direct Cere to Student (1:1)		
Der al West	A PAGE	13				Allower of the	7	
Monday								
Тинску	***************************************			***************************************				
								_
Wednesday								
Thursday	***************************************			***************************************		***************************************		
			Ī					
Friday								
						 -		
Emphysic Signatuse:			-	A total Number of Stours Worked;	In Morked;			3

Page 92 of 104

Agreement with Broward Childrens Cemer, Inc.

ï

Employee Signature: IN Supervisor for BST Signature:

ATTACHMENT W

__ Nerse Name: __ Week Beginning On: School Numer Clean Numer

RN/LPS:

Parent Courtles Signishing					
Beare					
MILES WA	•				
Thes of Arthritis					
arg .					
Dr. et Mad	Monday	Tuesday	Wednesday	Thursday	Friday

Total Number of Rouss Worked:

Agency Nursing Administrator Signature Employee Signature

That ships on a button to terms has du sproprimenter with. Toy as to but dood by the assistance while, the born, he regurder who subscibed to the Lad do Northy Admistration of the Admis. Bridde (1998)

Page 93 of 104

ATTACHMENT X

Another spiral and selections of the second and selections of the physical and the second second second second

SAMPLEINVOICE

Сотрапу Мате

INVOICE

Street Address City, ST ZIP Code Telephone Fax

INVOICE NUMBER: 9-5454

INVOICE DATE;

8/22 - 8/26/2019 PURCHASE ORDER 4: 7220ccccx Description of Services: Nursing Program Type: WEEK#2

9/2/2019

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ALM WAY COORD COORDANTO STUDEN HEALTH SERVICES ATTH: MAKEN TORGES FT. (ANDERDALE, Ft. 3334)

ESE 🗌

SCHOOL NAME LPWRN NURSE NAME

SCHEDULED HOURS HOURS WORKED 8.00 - 2:00 30 7:30 - 2:30 35

123 High School 34 Elementary School

Make checks payable to:

TOTAL DUE:

\$1,840,00

ABC Company Address City, State, Zip Tax ID#

THAMK YOU FOR YOUR BUSINESS

Page 94 of 104

ATTACHMENT Y

Kronos Time Clock User Account Agreement

NOTICE TO KRONOS TIME CLOCK USER: BY SELECTING SIGNING YOUR NAME BELOW, YOU AGREE TO ALL THE TERMS SET FORTH BELOW.

As a Kronos time clock user, I agree to the following:

- I will not ask anyone to punch the time clock for me, and I will not punch the time clock for anyone.
 - I will punch the time clock every day upon my arrival and every day upon my departure from my assigned location.
- I will not disclose or lend my Kronos ID to anyone. My Kronos ID is for my use only and will serve
 as rry electronic signalure for payroll purposes.
- I will not intentionally cause corruption or disruption to the Kronos time clock system or the data it
- if i become aware of any violation of any security procedures or suspect any unauthorized use of my Kronos ID, i will immediately notify my vendor, who will notify the Director of Coordinated Student Health Services.
- By agreeing to the statements above, I confirm, to the best of my ability, that all documentation
 entered under my user name and/or password are true and accurate.

Fant Name	Agency Name	
Signature	Tite	Dale
Kronos User Agreement		and the state of t
Greated: 4/18/2016		Page 96

Page 98

Page 95 of 104

٢	
120	4
Ġ	ì
'n	٦,
í	7
	3
CITY OF	,
۲	į
ζ	į

STUDENT MEDICATION LOG

Phone # Side Effective for Side Effective for the state of the figure in the state of the figure in the state of the figure in the state of the stat			Tomas and the same of the same				
Interpretations Tike Salk a Falk a Walk a Falk	Scion Comments and	Phone *	Fax /	Diagnosis:			
A CALL OF THE PARTY OF THE PART	pecial instructions:	apks.	Kects:		Nonthives		
Date and the state of the state		Sunt of Medication received (i.e. of the Receipt of the Receipt of Receipt of Receipt of Sunt	# of piles, amount of Equid) will n not given) and Initials in the o of following observations to led	t each tattel recept in the uppropriate boxes feate the reason why.	•:		
Date		of medication Prival trip Bool dosed Stother and	Defiguationed Regus Provide explanation in	the Woles Section of	ER-early rele	386.63	ſ
Section Sect	Date	1 1					1
Paris Pari	18Y						
1923. 1923	FIEDEN				1		
1 1 1 1 1 1 1 1 1 1	NA.	-					
A MA	lahüxik						
Antalia Ant	387				-		
Maria de la companya	Faitlak				_		
A A A A A A A A A A A A A A A A A A A	374				-		
MA AN	skifel				_		
Forms	PCY						Γ
Haddal And	श्रमुग्रावा					-	-
MAXI Anti- material fraction of the control of the	Ā.						
True true true true true true true true t	loilials					L	Γ
Participant	IW				_	L	Ι
Livi Article	Jestini I						
Straper	TW.						
	laikile.						
Sipannici Iniúaku Das for aski secel	samielnijale Date fer each seets						
Skrature/rikale:	mature/initals:		Signature/Initals:				
	inatum/ivitale:		Skovah rolleičate:				

Page 96 of 104

INT

H	
Ξ	
73	
_	
~	
Ľ	
٠.	
۹,	
٠,	
۳.,	
~0,	
۳4,	
-14	
~4	
۳4,	
~4	
~14	
~1	
74	
74	

NOTES NOTE						 •								·		_			•		 					
NOTES NO											,													RECEIVED IIV		
NOTES	JON TOG																						NEDICATIONS	ENTRIUARDIAN SIGNATURE		
NOT NOT NOT BY THE BACKEY AND	DICAT	E	1,000			_			_					L				L	_	_			40 14	37		
NIT THE TOTAL TH	NT ME	NOT	ILI TA											L	L		L		_				MECE	ξĺ	+	╁
EXT. 1972 DOCUMENTS BATE SECURITOR SECUR	STUDE																						TION OF	norv		
DATE BACAVED																							DOCUMENTA	MEDICATION (Name and desage)		
TARCE ARCES			TOG	-	-		H	Г		F			l		H	-	r	l	T			l	١	TED		
			3.4.6																					A SO		L

Rev. M20111

Page 97 of 104

Agreement with Broward Childrens Center, Inc.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA COORDINATED STUDENT HEALTH SERVICES BARENT AND SCHOOL PERSONSING TITLES

1687

Date

For Students with Diabetes	Phone (754) 321-1575 Fax (754) 321-1	
4	Phone (754	and section of a section of the forest property of the forest section of the section of

- 1
1
ı.
r:
3
•
- 3
- 1
4
P
٠,
•
2
7
- 2
Ľ
7
1
•

Student Name

Parents must notify achools prior to carollment or return to achool of a student diagnosed with Diabetes and will provide school with the following:

Diabetes Medication/Treatment Addrocration Town (completed and signed by physician and parent/guardian)

Energency phone numbers where they can be reached at all finace

Back up manageacy contacts and pipone numbers

Sholent's smack and meal schochile

Meter to test blood glucose with test strips and lancets

Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose

Institute and syringer
 Stacks and just for treatment of low blood engar
 Institutent is on an institute man fit parent will also provide:
 Extra inclusion set and reservoir
 Extra inclusion set and reservoir
 Extra beforese for pump
 Amount of carbohydrates in mack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and far Dibbetts Medication/returned Authorization and Health Service Request form to 754-231-1687.
The school most make percent aware that it may take serveral days to stiff clinic with trained personned.
Training the personnile or provide the student with the following:
Training for all staff who will be involved with student during the school day
Implementation of a 504 Plan if indicated
Appropriate place for student to keep supplies
Place to test blood glucose and administer invalin considering student is preference (clinic veruss classrooze)

Trained staff to asn'st student as needed with blood glucose feeting and insulin administration
 Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization

Form.

Towns and which are outside the targeted readment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan accordance with the student's Diabetes Care Plan Permission for student to set ance in classroom and on the bus

Permission for the student to have access to water and battaroom as needed

Parent's Signature

School Representative's Signature

Renked 5/19/16

Agreement with Broward Childrens Center, Inc.

Page 98 of 104

- Open Mark Control of the Control o

Date of Birth. Botter. Date. Gradu. Horracom. Cadualir Pate. Floore Number: Hone. Cadualir Pate. Hone. Hone. Word/Calva. Word/Ca	are of Birth	
Parent Canadian 19. Parent Ca	rade Homenom tone Numbers Hone delainthers: Hone delainthers: Hone Collainthers: Hone Collainthers: Hone State Hone State Hone Collainthers: Hone State Hone Collainthers: Hone State Hone Collainthers: Hone Collain	
Parent/Caudian #1: Parent/Caudian #1: Parent/Caudian #1: Parent/Caudian #1: Parent/Caudian #2: Work Parent/Caudian #2: Proce Emergency Control Parent/Caudian #2: Parent/Caud	tone Numbers Hone	
Parent Canadian #1: Parent Canadian #1: Parent Canadian #2: Parent Ca	tone Numbers Hore	
Preest/Caurdian PD Preset/Caurdian PD Proce Number: Fronce Numbe	ekkultage ekkul ekkul Celase Tone: Tone: Tone: Tone: Still caled.	
Prescribantian 172. Proce furnives: None. Ober Entregency Cortect. Deve Entregency Cortect.	otose Numbers: Home elektor	
Work	eeldar Hone Celtar Hone Celtar Hone Celtar Hone Celtar Hone Celtar Hone Februarien Strit cated.	
Photosian/t-balkcare Provider. Photos Number.	Celtar Hone: Celtar unable to reach perendynenden:	
Other Emergency Contact. Seed Recognition (1) Annual Contact. Seed Recognition (1) Annual Contact. Seed Recognition (1) Annual Contact (1) Annu	Celutar Celutar unable to reach perendguarden: 5 911 caled.	
SEGRECHCY NOTE IOUTION: Neity prentigrantian of the holowing concisions if make to neach prentigrantian; they have an extracted contact size of concolumness or each of connections in masses and some of consideration in the contact size of concolumness or each of connections in masses of some of considerations in the contact size of concolumness and consideration in masses of considerations of the contact size of the contac	unable to reach perendguanden: 5 911 cated.	
BUCOCO LUCOSE MONTONING. At actood: Buck to be sederated by patient of the Control of the Contr	ar effered level of consciousness	Holdy healthcare provider
Then to be porformed: Below investigation of the process appendix of the process of the proce	n trained by Healthcare Profession	may 17 Yes (17 No
Three to be serformed: Service in the service of the service in the service of th		
Peac to preferred: Recommended to preferred: Recommended to the control of the	if Time Films gnesymptome of lowhigh blood	ghicose
MANUAN NUECTION'S DANNES CHOOL (III Yes III) MANUAN NUECTION'S DANNES (CHOOL (III Yes III) MANUAN NUECTION'S DANNES (CHOOL (III) MANUAN NUECTION'S DANNES (CHOOL III Yes III) Manual Chool (III) Manual C	(S) Other <u>Specials and/or Bu</u> Nood ducase meter before a	15 Idea serien
and daily hausin at school, ET Yes ET is a Correction store at Install net liab Blood Glaceses: ET Time to be given: Time to b	l by Healthoan Professory [3] 3 Year [3] No Give own syeoto Medication Treatment Pann	Yes III No A? III Yes III No
Time to be given: Time to be given: Time	, , , , , , , , , , , , , , , , , , , ,	
Debate occession for before lumb noty	sulin for High Blood Ghosese: D Armalog 🖾 Novolog	il Yes (il No
Determine doze per silfordin doze. Determine doze per silfordin doze. Determine doze per silfordin doze better b	or before lunch only	
Defermine doze zov. sildrap scale Defeort Bood sogar: Legs fram. In unin Doze Bood sogar: In unin Doze Bood sugar: In unin Doze	Finalish dase,	100000000000000000000000000000000000000
Rood super. Legg Ban Invan Dose I	liding soale below:	USE FORMULA:
d Carbotydrate Blood super histific Dose Blood super histific Dose history and history	1	BLOOD GLUCOSE
Rood sugar Inusin Date Rood sugar Inusin Date Rood sugar Inusin Date Rood sugar Inusin Date	Insufin Dose	HINAUS
Insulin Dose	insufin Dose	DOVICED BY
	Intufin Dose	
	Incufer Dose	
BOOK SUGAR BOOK SUGAR FOUND HER EXMERTED RESERVENCES AT SCHOOK IN YELD IN Nove Passable Side Bleas Time of Medication Tone 1 Time of Models and Models at the Passable Side Bleas	Iraulin Dose	# Side Effects
BOOK SUGAR BOOK SUGAR	선정도 속원을 범죄를 두 들음 중부의 집 점	of States for the search prescriptoration of Structure for

Revind 5/1916 Disbetes Medication/Trestment Authorization – Page 2 Page 99 of 104

onto o transferio de de destada da especia de de destada da destada e e e

realization of the second desired of the second of the sec

EXERCISE, SPCHTS, AND FIELD TRRPS: Blood groose monitory and stands are indicated. Excy access to sugarithe fatural, 12st-acting carbetyld Chief should not exercise if blood, decore level in BELQ.	EXERCISE, SPORTS, AND FIELD TRIPS. Blood process monitoring an above as independent an areas, and blood phoses monitoring equipment. Eary locases to superine above, Ear-shot perturbing an areas, and blood phoses monitoring equipment. Eary locases to superine a place above in the BELOK Vintual or il GREATER THAN 309 with ketoner.
OD OLUCO SE (OVET	Z C C C C C C C C C C C C C C C C C C C
etile	Indicate beatment choices:
58 ue	Offices twice repeats I though opposes over 300 mpts! Noffy passet i sive lations proticious over 300 mpts! Left not excess a salast cast parent: Frequent latinosm printinges See 'maulin' Injections: Extra Analin for High Blood Glucose' Gother.
MANAGEMENT OF LOW BLOOD GLUCOSE (below 70 mg/dl.)	(Tipire Will)
Symptoms for this stodent: Change in passwally change in passwally change in passwally change in the stodent in	dischart to salament de riceas. If cardions is service and algae to evenlowe The form the service and algae to evenlowe And For the full service and the sold or And for the full service and the sold or Concentrate pol or labe frozing or Concentrate pol or labe frozing or St. MR. or
	Refect Blood Gorose (1) Tetriunies after treatment Repeat treatment und Blood Goldsoas fewe Bowle. Follow testinent with smoot Goldsoa fewe Bowle. Follow testinent with smoot of 15 to 28 agrans of teamble calculates. If cross than 1 hour till need mealifrants of If yong to activity (E.F. E. or receas) If One.
	if student is vomiting or <u>unable</u> to swallow, administer Glucose get or Glucagon (See below for specific directions)
student is unconscious or having a seizure, prev	IMPORTANTII Student is uncoxecious orthaving a seizure, presume the student is experiencing a low blood glucose level and:
all 914 immediately and notify parents / guardian	Call 911 immediately and notify parents / guardian. (delegate this to another person white you treat giveagon or gel)
致 Glucagon <u>允负工</u> mg M (Injection) should be given by trained pe 第 Glucose get 1 tube can be administered ingide cheek and massa administration of Glucogon by any frained staff member at sterne.	数 Glovesgon <u>15.0.1</u> mg M. (Injection) should be given by trained personnel 'I <u>FPROVIDED BY PARENT</u> 25 Glovose got's tibus and be administered Injedie ethers and mensaged from outside white welling for help to arrive, or during administration of Glovospon by any trained staff member at seen.
Student should be turned on higher side and main	Student should be turned on hisher side and maintained in this "recovery" position till fully awake.
Commercis.	
Physician Masifhosta Provider Generature.	
Physiological Physics Ornelder	Date:
LOCATION OF SUPPLIEST COUPAINT. To be comprised by school health personnel	by school health personnel.
Slood glucese testing equipment	Insulin administration supplies:
Gucagon emergency kit. Fast-acting carbohyclate:	Givons get. Kelons tasting supplies:
prat fee Sessed nusse or head? Support setanisan pennis sufin either by Fijection or pump, and hearn-airbeit brooduline or official states. These tenkers, undergand and as mm. If it my responsability to notify the school if there is a life	for the lecreed ness or health support technicien permission to assist with or portom the activities along the prescribed mediation, including trouble the try that of the technical support the process of a size than stands appear to the transfer of everal trace technical subsection that the technical projected and specified and support of the technical projected and support of the technical support of the support of the support of the support of the redesign
Parent/Guardian Signature:	Dale:

Page 100 of 104

Agreement with Broward Childrens Center, Inc.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Revised 5/19/16

COORDINATED STUDIENT HEALTH SERVICES (734-321-1575) DIABETES EMERGENCY CARE PLAN	Date	Phone	Cell Phone	Phone
COORDINA TED STUDENT I	Student Name	Parent/Guardian Name	Work Phone	Emergency Contact

	.00 TBE 00.
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	NO LANGESTS.
c in person	
Pallor Wast Shakestramations	Check blood gintone level
Tracidomeroferiesed	
Dizzylstarzering walk	CANADA COLLEGATION DE SYMPHOLOGY BEFORE RECORNANT BLOOG CONCORD MAN IN 13 MINISTER.
Hendarhe	TO SECURE OF THE PARTY OF THE P
Rapid heart sate	CAN'S LINE Of the bullet was courted of regar. (1) gras)
Numeraloss of appetite	A debates to be
Clemany' sweating	+ guarant table
Bhared vision	Designation of the party of the property of the party of
lustheation confusion	Decision about gracione of Management of School about the foreign to
Shared speech Loss of consciousment	If blood glucose not store 50 mg/d. and second reament notify parent
	Call 911 immediately and notify parent/grantian (frest the studen) first with glucugos or
	9
Control of Many Many Many Control of the Prince of the Pri	Administra Changen 1 mg by topestod * IF FROYIDED BY FARENT (30 bs draw by trained personal only)
SEZURE	(Cincose gei car de schministered émoie cheek and massaged from vanide while naiting for delp to anive or design administeration of Citocogon)
	Student should be turned on his ber side and maintained in the 'tectorery' position till fally avaite.
)H	HIGH BLOOD SUGAR (HYPERGYLCEMIA)
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	DO THESE:
	Check blood glacox level
	If blood glucture above 240 mg/dL to 300mg/dl
	 Drink 8-16 ounces of nates or DIET softs every hour
	Use regroup as needed
factoring of their respective	 Be allowed to carry water both with them
Tiredifferent	Send student back to the classroom after the fluids and no symptoms and racheck them
Bhared vision	At blood guicose a beiott 300 sead back to class and recheck to one mone.
Warm, dry, or thursed skin	Af blood glucose is above 300 mg/dL. ALSO;
Tomas A segret	- Orking to be
	. If why briones me present, call parent immediately! Do not allow exercise.
	Administer traville if ordered
	 If No knower, and they have constanted fluids and have no symptoms send back to the
	CANTOCCH AND THE BEECK IN ONe LOW.
	If student exhibits nausen, ramiting, stomachache er ietharny contact narres lumedietely.
	If none of the physical symmetries above are present, tandent may refund to class.

A copy of this plan will be tept in the subcel office and other will be given a fort are nessen, tasken any recent to Cabin a copie of the subcelled and the copie of the subcelled and the copie of the subcelled and the subcelled

Reviewed by School Health Personnel: Name/file Taxes 199(6

Page 101 of 104

· consiste Market of the continue programme and a second continue of the conti

EAST SHOWN WILLIAM WELLIAM WILLIAM WIL	27-1575 Far: (Phone 754-221-1575 Faz: (754) 321-1687 INSULIN PUNP MEDICATION/TREATMENT AUTHORIZATION
Sudent's Name.		Date of Birth: Pump Make/Model
Pump Resource Person:	Phosicet	(see basin dia
Child Look On? (If Yes (If No Hors long has the shudent worn an Insufin pump?	lent worm an insufan	
Brood Gucose Target Range:	Pump Insulin	E Hunelog B Novol. og B Apidra
insulin: Carbohydrate Ratios:		
hydrate intak	edittely before or	minutes before esting.
Lunch/Shack Bokuses Pre-programmed? 17 Yes 15 No	Times:	
Insulin Carrecton Formula for Blood Glucose Over Target:	į	
Extra pump supplies furnished by parent guardien: Efinsuin sate	SATS Dreservoirs	s Matteries Meressing/laps Minsum
Elensovin syringes/pen		
STUDENT PUMP SKILLS	NEED S HELP?	IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates		
Calculate and administer personal below	745	**************************************
Recontre sens/symblems of see relection		
Calculate and set a temporary basal rate	Ves No	
Disconnect pump if needed		
Reconnect purp at intigion set		
Prepare (eservoir and tubing		
Give interded with system or sen, if needed	Yes	
Trautileshool slarms and markunctions		***************************************
Re-program basal profiles if needed	Yes No	
HANAGEMENT OF HIGH VERYINGH BLOOD GLUCDSE: Policy antivosors in basic disbetes medical management plant, but in addition.	Foton instruction	s a basic disbetes medical management plan, but in addition
If broud glucose over target range 4 hours after last bolus or cart	bohydrale make, stu	ident should receive a correction takes of insulin using formula:
Sino - second poor - second i	COLIS OF INSURA	
0	1	
2. If Melones present or IF PUMP SITE QUITPUMP	MALEUNCTION of	of the Attainer, give coug by pump and restees in 2 mous. If kelones present or IF <u>PUMP SITE OUT PUMP HALEBHOTHON</u> give correction bokes as an injection immediately and contact
parless of hearthcare provider,	-	
If we consequive blood glucose readings over 250 (2 or more hours after first bolus given)	are hours after first à	oolus given)
Call parent Trained shukenUparent to change infusion set		

9	val to do so).	
	Management Plan).	
Notify parent/guardan Notify parent/guardan No not slop or disconnect pump.		
ADDITIONAL TIMES TO CONTACT PARENTS		
Soveness or redness at infusion site	nivan	osulin irisection alven
Detachment of dreasing/infusion set out of place	Other	
Effective date of pure plant		
Physican Healthoane Provider Signature		Cate:
Physician Healthcare Provider Name.		
Phone Number, Office		
Parent's Signature		Pate

Page 102 of 104

ATTACHMENT BB

(This space to be unitzed for each school's togo (letterhesio)

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Dete:	-
Student	FRST DA DF DOB:
Contact Phone 6x. (1)	(2)
Reason for Referrat	
Referred to clinic by:	TITMA (TITMA)
CLINIC USE ONLY	
Time student antived in Cinici	5
Nature of Compleant:	Action Taken:
	Circlent laidsay in circle for 20 mindles or less
	Student liables, in other for 20 minutes or more
Head ache	Temperature taken
型	Rick Preck applied to affected area
O Injusy	Affected situs cleaned
	Band ald applied to effected erea
The state of the s] Head checked lot:
	ParenVGuardan Notified: It AAAPA
ט	J 000er
D4sposition of student:	
Returned to date. Feeling better	
🗋 Returned to dass of perent signardish's request	
 Partymed to dasa unable to contact parent's guardien's. 	rdien's.
Remained in cario	
Coffice describes required for child to return to close	2
 Referral was made to Health Cave Provider 	
D 911 Trensported	
Copy of clinic pers sent home	
D One	
Sauderd Indicators (Time):	
Completes:	
Cirve, Action Handled by:	
Varie - Cirio Yelow - Parest/Teacher	P ¢¢
COALDY EYED PAGS TO BE BILED IN THE STRINE	COMPLETED PASS TO BE FILED IN THE STIDENT'S CLAMPOLDER GEFORE THE BIND OF THE SCHOOL YEAR.

Page 103 of 104

ATTACHMENT CC

Commissioned of the Control of the C

Page 104 of 104

AGREEMENT

	THIS AGREEMENT is made and entered into as of this	day	of	 <u> </u>	
2020,	by and between			 	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CR & RA INVESTMENTS, INC. D/B/A INTEGRITY HEALTH SERVICES

(hereinafter referred to as "VENDOR"), whose principal place of business is 10585 SW 109th Court, Suite 208 Miami, Florida 33176

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-008 — Healthcare Services (hereinafter referred to as "RFP"), dated December 6, 2019, and amended by Addendum No. 1, dated January 10, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated January 22, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2020, and conclude on June 30, 2023. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

- 2.02 <u>Description of Services Provided</u>. VENDOR shall provide SBBC with the Scope of Services and Healthcare Service Requirements in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in Attachment A Scope of Services and Attachment B Healthcare Service Requirements of this Agreement.
- 2.03 <u>Priority Documents:</u> In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then; Second: Addendum No. 1, then;

Third: RFP FY21-008 - Healthcare Services

Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 Cost and Payment.

- (a) VENDOR's costs for the services it renders to SBBC under this Agreement shall be as follows:
 - 1) Registered Nurse (RN) Supervisor \$32.00/hour Thirty-Two Dollars and 00/100 Cents (\$32.00) per hour 1:10 school-based nurses 1:10 acute care medical fragile nurses Hourly rate for RN supervisor(s) includes substitutes
 - 2) RN Registered Nurse \$30.00/hour Thirty Dollars and 00/100 Cents (\$30.00) per hour Hourly rate for RN's includes substitutes
 - 3) LPN Licensed Practical Nurse \$28.50/hour Twenty-Eight Dollars and 50/100 Cents (\$28.50) per hour Hourly rate for LPN's includes substitutes
 - 4) RT Respiratory Therapist \$30.00/hour Thirty Dollars and 00/100 Cents (\$30.00) per hour Hourly rate for RT's includes substitutes
 - 5) Unlicensed Assistive Healthcare Personnel \$16.00/hour Sixteen Dollars and 00/100 Cents (\$16.00) per hour Hourly rate for UAHP's includes substitutes
 - Training

 -No Cost

 Hourly rate for training SBBC staff with a maximum of 40 participants per
 session on health procedures, health conditions, validation and monitoring
 of personnel and writing healthcare plans by pediatric RNs or any other
 topic mutually agreed upon by SBBC and VENDOR.
- (b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

thirty (30) calendar days after the issuance of the same invoice. Refer to Attachment B, Section 1.N of this Agreement.

(b) Costs shall not exceed the total amount as stated on the Purchase Order(s). VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

2.05 SBBC Disclosure of Education Records.

- (a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:
 - 1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).
 - 2) For VENDOR to contact students' parents to discuss students' health information and history.
 - 3) For VENDOR to review health screening records and perform screenings as needed.
 - 4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care shall be provided by a registered nurse.
 - 5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.
 - 6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.
 - 7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).
 - (b) Types: SBBC shall provide VENDOR with the following education records:
 - 1) Health-roster listing names of all students in the school with chronic health-conditions
 - 2) Health screening records (including body mass index,-vision, hearing, and scoliosis)
 - 3) Immunization records
 - 4) Parent and emergency contact information
 - 5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)

- 6) Individualized Educational Plans (IEP)
- 7) Section 504 Plans
- 8) Student information for reports and other forms (as applicable):
 - i. CSHS Incident Report including health concerns (Attachment C of this Agreement);
 - ii. Diabetic Student Teaching Skills Record (Attachment D of this Agreement);
 - iii. Medically Fragile Student Monthly Medical and Insurance Status Report (Attachment E of this Agreement),
 - iv. Report of Medication Error (Attachment F of this Agreement);
 - v. Authorization for Medication/Treatment Form for administering medication (Attachment G of this Agreement); and
 - vi. Authorization for Medication/Treatment Form for authorizing treatment (Attachment H of this Agreement).
- (c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 VENDOR Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records:
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
- 2.07 <u>HIPAA Compliance</u>. VENDOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information

("PHI") and may be applicable to student records in certain circumstances, and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as Attachment I of this Agreement. PHI may be used and disclosed only in compliance with HIPAA

- 2.08 <u>Inspection of VENDOR's Records by SBBC</u>. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.
- (a) <u>Duration of Right to Inspect</u>. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.
- (b) <u>Notice of Inspection</u>. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.
- (c) <u>Audit Site Conditions</u>. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
- (d) <u>Failure to Permit Inspection</u>. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.
- (e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.
- (f) <u>Inspection of Subcontractor's Records</u>. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees'

costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

- (g) <u>Inspector General Audits</u>. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
- 2.09 Notice. When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to: Director, Coordinated Student Health Services

The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

To VENDOR: Carlos Rivero, President

CR & RA Investments, Inc.

d/b/a Integrity Healthcare Services 10585 SW 109th Court, Suite 208

Miami, Florida 33176

With a Copy to: Ryan Ross, Regional Accounts Manager/School Liaison

CR & RA Investments, Inc.

d/b/a Integrity Healthcare Services 7771 W. Oakland Park Blvd., Suite 218

Sunrise, Florida 33351

2.10 <u>Background Screening</u>. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel, providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property

damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

- 2.12 <u>Liability</u>. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- (a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- (b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by

SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

- 2.13 <u>Insurance Requirements</u>. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:
- (a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) <u>Professional Liability/Errors & Omissions</u>. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- (c) <u>Workers' Compensation</u>. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) <u>Auto Liability.</u> VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- (e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and has a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- (g) Required Conditions. Liability policies shall include the following terms on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - 2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- (h) <u>Cancellation of Insurance</u>. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.
- (i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 Nondiscrimination.

- (a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 Supplier Diversity Outreach Program.
- (b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.
- Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- 2.16 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
- 2.17 <u>Incorporation by Reference</u>. The Attachments A through CC as attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

- 3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
- 3.03 <u>Independent Contractor</u>. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- 3.04 <u>Default</u>. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in-equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.
- SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event-of such termination, SBBC shall be entitled to a pro rata refund of any pre-paid-amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining

upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

- 3.06 <u>Compliance with Laws</u>. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.07 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3,08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
- 3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.10 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.11 <u>Assignment</u>. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 3.12 <u>Captions</u>. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.13 <u>Severability</u>. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- 3.14 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and

complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 3.15 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.16 <u>Waiver</u>. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 3.17 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.18 <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- 3.19 Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- 3.20 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 3.21 <u>Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	
ATTEST:	By Donna P. Korn, Chair	
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content: Digitally signed by Kathelyn Jacques-Ac Esq Kathelyn Jacques- adams@gbrowardschools.com	
	Jathelyn Sacywar Apdams Reason: CR & RA Investments, Inc. d/b/a Integrity Health Services - RFP FY21-008 Healthcare Services Date: 2020.06.11 11:26:04-04'00' Office of the General Counsel	

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)	
	CR & RA INVESTMENTS, INC. D/B/A INTEGRITY HEALTH SERVICES
ATTEST:	7
	Ву
, Secretary	Print Name: Ray/ Arce
, Secretary	Print Name: Raul Arce Title: Owner / U.P.
\mathcal{M}	Title: Owner / V.P.
Witness	
Witness	
The Following Notarization is Required for Whether the Party Chose to Use a Secret	or Every Agreement Without Regard to ary's Attestation or Two (2) Witnesses.
STATE OF Florida	
COUNTY OF Miami-Dade	,
The foregoing instrument was acknowledged or \square online notarization, this $5/29/2020$ (name of officer or agent, title of officer or agent) (name of corporation acknowledging), a fincorporation) corporation, on behalf of the corp (underline) or has produced identification and who \square did/ \square did not firs \square	poration. He/she is \square personally known to me (type of identification) as
My Commission Expires: 9/25/2020	Signature Notary Public
NATALIE GONZALEZ Notary Public - State of Florida Commission & GG 020950 My Comm. Expires Sep 25, 2020	Notary's Printed Name GG 020950 Notary's Commission No.

SCOPE OF WORK

- 1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.
- 2. Medicaid Billing and Documentation VENDOR, shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
- 3. Sample Reports and Documentation VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.
- 4. Healthcare Services for the District: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC will not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.
- 5. Authorization of Healthcare Services: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.
- 6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
 - (a) Diabetic Student Teaching Skills Record (Refer to Attachment D of this Agreement)
 - (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to Attachment E of this Agreement)
 - (c) Monthly Quality Improvement (MQI) Report (Refer to Attachment J of this Agreement)
 - (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to Attachment K of this Agreement)-
 - (e) Clinic RN Supervisory School Visit (Refer to-Attachment L of this Agreement)
 - (f) Clinic Daily Data Collection Worksheet (Refer to Attachment M of this Agreement)
 - (g) Clinic Monthly Data Collection Data Collection Form (Refer to Attachment N of this Agreement)
 - (h) Report of Medication Error (Refer to Attachment O of this Agreement)
 - (i) CSHS Incident Report (Refer to Attachment P of this Agreement)
 - (j) Monthly Summary Log (Refer to Attachment Q of this Agreement)

- 7. Completion of Care Plans: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.
- 8. Contracted Agency Nurse Accountability Checklist: VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer Attachment R of this Agreement)
- 9. Staff and Child Specific Training: VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.
- 10. Communication Binder: VENDOR shall maintain a communication binder in the health room in accordance with District protocol.
- Medication Management: VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer Attachments S and T of this Agreement)
- 12. Professional Development of Agency's Staff: VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.
- 13. RN Supervision Ratio: VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.
- 14. Healthcare Staffing Coverage: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.
- 15. Required Nursing Activities: VENDOR shall provide the required nursing activities as designated in Attachment U of this Agreement.
- 16. Director of Nursing and Nursing Supervisors: VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.
- 17. Recommended Staffing Structure: VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

- 18. Notification(s): VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.
- 19. Written Notification: VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.
- 20. Registered Nurse: VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.
- 21. Communication Process: All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.
- 22. Federal and State Mandated Requirements. It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.
- 23. Introduction. VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.
- 24. School Health Services Plan: VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer Attachment V of this Agreement)
- 25. Pediatric Healthcare Professional: VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
- 26. Services: VENDOR shall perform specified duties and services under—the general supervision of the school or center's personnel. These duties may include, but are not limited to:
 - (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - (b) Administering medication
 - (c) AED/CPR/First Aid
 - (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
 - (e) Nebulizer treatments
 - (f) Catheterization

ATTACHMENT A

- (g) Changing dressings
- (h) G-Tube feeding
- (i) Tracheotomy care(j) Suctioning

- (k) Caring for ventilator-dependent children
 (l) Training SBBC staff on various health procedures
- (m) Administration of oxygen
- (n) Case management of students with healthcare conditions
- (o) Development of Individual Student Health Care Plans and Emergency Care Plans
- (p) Meet State requirements of the School Health Plan
- (q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
- (r) Adhere to all SBBC Policies and Procedures for Healthcare Services
- (s) Comply with all State and SBBC Core Health Services requirements

[THIS SPACE INTENTIONALLY LEFT BLANK]

HEALTHCARE SERVICE REQUIREMENTS

1. HEALTHCARE PERSONNEL & GENERAL INFORMATION

A. Licensed Personnel: VENDOR shall provide RNs, LPNs, and RTs who are professionally and currently licensed in compliance with Florida law(s). If VENDOR is providing RNs, LPNs, and RTs with an expired license (or suspended license and/or certification), it shall result in default of contract.

VENDOR shall maintain copies of any licensure and certification prior to placement of service and shall provide copies of this licensure/certification to SBBC upon request. VENDOR shall provide healthcare services consistent with a professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

- B. Unlicensed Assistive Personnel: VENDOR shall provide unlicensed assistive personnel who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. Authorization of Medication/Treatment: An Authorization for Medication/Treatment Form, signed by a physician, is required for the healthcare personnel to provide student-specific medications, treatments, and procedures. This form can be obtained through SBBC, Coordinated Student Health Services (CSHS) Department website.
- D. Medicaid Provider and Billing: VENDOR shall bill Medicaid directly for services provided to medically fragile students and Medicaid eligible. VENDOR shall get prior authorization from Medicaid for medically fragile students to which they are assigned. Medicaid letter of approval or letters showing that the agency is requesting Medicaid approval for school nursing services is to be submitted to the Exceptional Student Learning Support (ESLS) Department.
- E. Reports and Documentation: VENDOR shall comply with SBBC procedures for documentation. VENDOR shall prepare time logs, reports, and other written memoranda in the form and manner deemed appropriate by SBBC. VENDOR's personnel, under this contract, shall follow procedures for completing required documentation for student attendance, student progress, and reporting to parents, reimbursement for Medicaid funding, and other procedures as required by SBBC. VENDOR shall complete Monthly Health Data Reports for assigned and medically fragile students and submit to CSHS by the required date. These records may include but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.

- F. Healthcare Supervision: VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
 - i. For the RN/HST program, VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - ii. VENDOR staff working in the School Health Room, on-site school classrooms, and medically fragile students, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. Interviewing Healthcare Personnel: SBBC reserves the right to interview RNs, LPNs, RTs, and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any person prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) shall be replaced within thirty-six (36) hours of the request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. Replacement Personnel: Replacement personnel (substitutes or long-term) shall have credentials equivalent to the individual whom they replace, and their credentials shall be maintained by VENDOR.
- I. Identification/Attire/Cell Phones: It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g., RN, LPN, HST on their person at all times and before assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes shall be close-toed. Personal cell phones are to be used for emergencies only. No excessive jewelry, i.e. large earrings, a large necklace, multiple bracelets and rings, and no hats.
- J. Attendance/Punctuality: All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system at the location.

- K. Changes in Services: VENDOR shall provide SBBC with all changes in services in writing to CSHS. VENDOR shall provide SBBC a minimum of twenty (20) calendar days' notice of any reduction and/or changes in the number of services.
- L. SBBC's School Day Calendar: VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: www.browardschools.com.
- M. Open Purchase Orders: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.
- N. Billing Instructions, Time Keeping, and Payment of Invoices: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311. ESLS shall submit the approved invoices for payment to the Accounts Payable Department. DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT. Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in Attachment W of this Agreement.
 - i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. (Refer to Attachment A, #2 of this Agreement)
 - ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in Attachment X of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

- iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in Attachment Y of this Agreement.
- iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.
- v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.
- vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.
- vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

2. HEALTHCARE DOCUMENTATION

VENDOR is required to document healthcare and services on approved SBBC forms or electronic media. These forms of electronic media may be updated or modified at any time and additional forms added at any time by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website: http://www.browardhealthservices.com/forms/ or contact CSHS directly for a copy of the form. It is VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.

- A. Authorization of Medication/Treatment: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer Attachments G & H of this Agreement)
- B. Student Medication Log: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer Attachment Z of this Agreement)
- C. Diabetes Authorization of Medication/Treatment: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer Attachment AA of this Agreement)
- D. Daily Diabetic Log: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.
- E. Healthcare Notes: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F: Student Healthcare Plan: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

student care plan shall be provided by the principal/designee. The EHP is to be reviewed with school staff by the VENDOR's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.

- G. Student Clinic Pass: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer Attachment BB of this Agreement)
- H. Daily Clinic Log: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer Attachment CC of this Agreement)
- 1. Monthly Summary Log and Data Collection Forms: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.

3. Healthcare Duties and Service - Direct Healthcare Provider to Student Ratio

A. Roles and Responsibilities. VENDOR shall ensure that their employees providing one-to-one care to a student are oriented to SBBC's policies and procedures. Any questions regarding these policies should be directed to the VENDOR's supervisor or school administrator.

The following is a list of key responsibilities for healthcare personnel providing direct care to students. This list is not all-inclusive of all responsibilities required.

- i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to record arrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.
- ii. Remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.
- iii. Nurses assigned to medically fragile students shall have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.

- (a) Section 1: Physician's Medical Orders Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
- (b) <u>Section 2</u>: Medication and Procedure log documentation in the school setting.
- (c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
- (d) Section 4: Training/Licensure documents of the nurse.
- (e) Section 5: Documentation of training to school staff.
- (f) Section 6: Supervisor visit documentation
- B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.
- C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.
- D. Meet the student's personal care and needs.
- E. Assist the student in accessing/completing tasks at school as needed.
- F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.
- G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).
- H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

ATTACHMENT B

- Each student should have a folder or binder in the student's classroom. There should be a copy of the student's current doctor's order(s) and the healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
- J. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
- K. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
- L. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel shall tell the teacher in the classroom that he/she shall take a restroom break. If there is a restroom in the classroom, it shall be utilized.



Coordinated Student Health Services Marcia Bynoe, Director

CSHS Incident Report

Date:	Time:
Student:	
Agency:	Employee Name Title:
Supervisor of Employee/Title:	
Documentation of communication:	
North Control of the	
Outcome:	
	· · · · · · · · · · · · · · · · · · ·
Plan for follow-up: yes/no	
	- Tva.
	: Title:
Reviewed by Coordinated Student Health Service	es on:

Á	ТТ	A	\mathbf{CH}	VIF.	NT	D

Month/Year:_	
Agency:	

Diabetic Student Teaching Skills Record

Student Name:				
School:				
Grade:				
Parent/Guardian:_				
Phone Number:				
Learning Barriers:	Yes No (lf	yes, check all that ap	ply below)	
Age	Emotional	/Psychosocial	Lifestyle change	
Language	Motivation	mily Process	ESE	
Age Language Financial issues	Altered Fa	mily Process	Other	
Learning Disability_	Ineffective	coping		
Chilone Charl	.11a.			
Student Check	IISL	r		
		Nurse	Student	
Teaching Content	Instruction	Demonstration	Demonstration	Completion
	Date	Date	Date	Date
Diabetes:				
Disease Process				
Hyperglycemia			<u> </u>	
U-nogle-parts			<u> </u>	
Hypoglycemia				
Blood Glucose:	and the second s			
How to test	l .	F	1	i

(Continued)

Blood Glucose: When to test

Physical Activity/Exercise

ATTACHMENT D

Diabetic Student Teaching Skills Record

Nutrition Carbohydrate Counting Insulin Administration Syringe Insulin Administration Pen Insulin Administration Pump Glucagon Administration Infection Control Comments:	Feaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Administration Syringe Insulin Administration Pen Insulin Administration Pump Glucagon Administration Infection Control Comments:	Carbohydrate				
Administration Pen Insulia Administration Pump Glucagon Administration Infection Control Comments:	Administration				
Administration Pump Glucagon Administration Infection Control Comments:	Administration				
Glucagon Administration Infection Control Comments:	Administration Pump				
Comments:	Glucagon				
	Infection Control				
	oniments:				
					- duminanana
		***************************************		1 1	

6/18/12

COORDINATED STUDENT HEALTH SERVICES Medically Fragile Student Monthly Medical and Insurance Status Report

Date:	Reported Month	*	Grade:	
Student Name:		School Attending		
		udent Absences		
Total Days absent for the m	onth:			
Reasons for absences: Chec	k all that apply and give o	umber of days		
□llness/Days □H	iospitalization/Days		Nursing issues/Days	
(D)ther:	to describe Membrane 1980 to 1			
	2	Sursing Agency		
Nursing Agency Assigned		A AMERICAN PROPERTY OF THE PARTY OF THE PART		
Nurses Assigned (Name/Ti	itle):		to the sequence of	
Have there been nurse chang	ges? 🗆 No 🗆 Yes	_(If yes provide explanation b	elow):	
W150 - 17			11.00	_
	Insu	rance Information		
Name of Insurance:			Expiration Date:	-
Any insurance payment conce	ma:			
				·
		Medical Status		
Change in medical status:	No Wes (If yes, ple	ease explain below and attac	hed the requested information):	
			21 W1	F
changes in medical status p Plans.	lease attach a current Aut	iorization for Medication an	d'or Treatment form and Nursin	ig Ca
Agency RN Printed Name		Signature	Date	e
CSHS Review/Comments:		L. L. Miller - TT	A	
		T3.		

ATTACHMENT F

Report of Medication Error

Name of School:
Name of Student:
Birth Date:
Date and time of error:
Name of person administering medication:
Name of medication and dosage prescribed:
Describe circumstances leading to error:
Type of error:
Describe action taken:
And the state of t
Persons notified of error:
Name <u>Date</u> <u>Time</u>
36 i . t
Principal:
Parent:
Physician:
Other:
Signature (person completing incident report):
A STATE OF THE STA
Follow-np information if applicable:
A STATE OF THE STA
Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services
Source: "Guidelines for Inspecting Non-Medical Personnel on Medication Procedures," DHMH, Marstand,

Administering Medication

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1300 NW 14 Court, Fort Lauderdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

Student's Name:		Date	of Birth: Fax#		Grade:
School Name and Phone #:			 F ахн	•	
Allergies:					
Diagnosis:					
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL SIDE EFFE	INSTRUCTIONS/
List any emergency pre diabetic reactions, etc.)	ecautions / health e	mergencies that she	ould be anticipa	ed for this stud	ent; e.g. allergy triggers first aid are available unti
There are no extraordinar 911 arrives, is this	ry emergency medic s adequate for	cal services available student survival	? O Y	ES 🗆 NO,	IF "NO", specify
Physician's Name (Printe	d)	 	Physician's Sign	aiurt	and the second s
			Physician's Tele	phone & Fax No	ımbers
Physician's Office Addres	13		Date Completed		
This information will be obtaine	PAREN	ctPersonal FAL PERMISSION ETED BY THE STUL			
Student's Name:	· · · · · · · · · · · · · · · · · · ·	Date of Bir	th:	Grade:	
I grant the principal or his during the school day, inch by his her physician to self	her designee the pe uding when he she is administer their med com school property	rmission to assist or p away from school pro lication(s), I grant pen for official school eye	erform the admini sperty for official s mission for my chil ras. In the event the	stration of each n chool events. If t d to self-adminis sat my child is u	nedication to or for my chil ny child has been authorize ter their medication at schoo nable to self-administer thei
NOTE: Medications must be labeled containers, pro School personnel may It is your responsibility	niding one for home administer only med	and one for school. ications authorized by	a physician		on into two completely
Parent Guardian Name (Pr	riuted)	Signati	are of Parent / Gua	rdiesi	
Date Signed		Cora	n Phone Number		wattoniar
Form #2240 Rev. 12:19					

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Realth Services, 1400 NW 13 Court, Fort Landerdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT

ate of Birth;		Grade:		
hool Name:				
agnosis:		Allergies:		
	No horsont troitmo			
KEATMENTS DUKI estevent Plan:	NG SCHOOL HOURS			
		MEDS FEEDING	FREQUENCY	RATE /
PROCEDURE Catheterization	TYPE	MOUNT	SPECIFIC TIMES	FLOW
Fredings	☐ G-Tube ☐ F-Tube ☐ NG-Tube ☐ Special			
Suctioning	□ Otohparkan			111
	☐ Tranbeortomy ☐ Deep ☐ Surfice			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen Alisting Ventilator				
Nebulirer Tv Pulse Oximeter				<u> </u>
ist any limitations ansporting, lifting, n	noving, special devices / equipr	should be considered; e.g. physic nent:		
ist any limitations ansporting, lifting, n ist any emergency pr cactions, etc.): here are no extracted	/ precautionary measures that noving, special devices / equipmeasures / health emergencies is any emergency medical services	thould be considered; e.g. physic ment:	dent; e.g. allergy tri	ggera, diabe
ist any limitations ansporting, lifting, n ist any emergency pr sactions, etc.): here are no extraord: 11 strives, is this ad- hysician's Name (Prin hysician's Office Ade-	precautionary measures that noving, special devices / equipmecautions / health emergencies inary emergency medical services quate for student survival? [17] & Fax Number	Lifeuild be considered; e.g. physicinent: that should be anticipated for this stutes available at school. Since only C YES INO, IF "NO", specify: Physician's Signature Date Completed:	dent; e.g. allergy tri	ggera, diabe
ist any limitations ansporting, lifting, n ist any emergency prescrious, etc.): here are no extraord: 11 arrives, is this add hysician's Name (Prihysician's Name (Prihysician's Office Addis lafermation will be shown that the principal or I hild during the school and when they their treatment, I give personnel may adminitance and party adminitance and may adminitance and private the school and when they here treatment, I give personnel may adminitance and party adminitance and private and party adminitance and provide the private and party adminitance and private and private and party adminitance and private and	precautionary measures that noving, special devices / equipmeasures / health emergencies recautions / health emergencies equate for student survival? [1] and [2] & Fax Number fress aimed by School Board District Persons aimed by School Board District Persons of I day, including when he the is says cran to self-administer their may are away from school property for the principal design ister only treatments authorized	Lifeuild be considered; e.g. physicinent: that should be anticipated for this stutes available at school. Since only C YES INO, IF "NO", specify: Physician's Signature Date Completed:	ARDIAN) ade: each treatment proces school events. If my hild to self-administe t my child is unable to prescribed treatment.	ggera, diabe available un available un interest or for child has but then treatm self-admini NOTE; sch
ist any limitations ansporting, lifting, n ist any emergency prescrious, etc.): here are no extraordi 11 arrives, in this adhysician's Name (Prihysician's Name (Prihysician's Office Adhis lafermation will be electrically in the principal or hild during the school the highest heart of the school and when they is recent the principal or the school and when they	precautionary measures that noving, special devices / equipment of the proving process of the province of the province of the process of the province of the principal design ister only treatments authorized gimen.	Liculd be considered; e.g. physic ment: that should be anticipated for this studes available at school. Since only C YES []NO, IF "NO", specify: Physician's Signature Date Completed: the RMISSION FOR TREATMENT THE STUDENT'S PARENT GUDATE of Birth: assist or perform the administration of many from school property for official chicalicn(s), I grant permission for my official school events. In the event the ce to perform the administration of the	ARDIAN) ade: each treatment proces school events. If my child to self-administe t my child is unable to prescribed treatment, to notify the school	ggera, diabe available un available un interest or for child has but then treatm self-admini NOTE; sch

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into as of this	day of
, 2020 the "Effective Date"), by and between	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC" or "Covered Entity"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CR & RA INVESTMENTS, INC. D/B/A INTEGRITY HEALTH SERVICES

(hereinafter referred to as "Business Associate"), whose principal place of business is 10585 SW 109th Court, Suite 208 Miami, Florida 33176

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("PHI") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - RECITALS

- 1. <u>Definitions</u>. When used in this Agreement and capitalized, the following terms have the following meanings:
 - (a) "Breach" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

- (b) "Business Associate" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
- (c) "Designated Record Set" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "EDI Rule" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "Electronic PHI" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.
- (f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- (g) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (h) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (i) "Minimum Necessary" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (j) "Omnibus Rule" means the HIPAA Omnibus Rule of 2013.
- (k) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
- (1) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (m) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "Security Rule" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "Unsecured PHF" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164,103 and 164,501 and the HITECH Act.

ARTICLE 2 - SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 - SPECIAL CONDITIONS

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including subcontractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 - SPECIAL CONDITIONS

3. Permitted Uses and Disclosures of PHI by "Business Associate".

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

-(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

ARTICLE 2 - SPECIAL CONDITIONS

- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. Amendment.

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) Termination for Cause by SBBC. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

ARTICLE 2 - SPECIAL CONDITIONS

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

report oping cease in resource of the control

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. No Waiver of Sovereign Immunity.

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns-

19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

ARTICLE 3 - GENERAL CONDITIONS

20. Force Maieure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Director, Coordinated Student Health Services The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

Privacy Officer

Risk Management Department

The School Board of Broward County, Florida

600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301

To Business Associate:

Carlos Rivero, President CR & RA Investments, Inc. d/b/a Integrity Healthcare Services 10585 SW 109th Court, Suite 208

Miami, Florida 33176

With a Copy to:

Ryan Ross, Regional Accounts Manager/School Liaison

CR & RA Investments, Inc.

d/b/a Integrity Healthcare Services 7771 W. Oakland Park Blvd., Suite 218

Sunrise, Florida 33351

ARTICLE 3 – GENERAL CONDITIONS

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

27. Regulatory References.

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement-incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not-contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

	FOR SBBC:
(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content: Jackelyn Sacques Adams Digitally signed by Kathelyn Jacques-Adams, Esq -kathelyn Jacques-Adams@gbrowardschools.com Reason: CR & RA Investments, Inc. d/b/a Integrity Health Services - RFP FY21-008 - Healthcare Services Date: 2020.06.11 11:26:41-04'00' Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

D/B/A	RA INVESTMENTS, INC. INTEGRITY HEALTH SERVICES
By:	Ral Arce Owner/U.f. Print Name and Title
Witness	Time ivaine and Tiele
The Following Notarization	tion is Required for this Agreement
COUNTY OF Miami-Dade	
The foregoing instrument was acknowledge notarization, this 5/29/2020 (date) by title of officer or agent) of Integrity acknowledging), a Florida corporation. He/she is personally known to me (type of identification) as identification and when the second of the second	ged before me by means of physical presence or online name of officer or agent, health Services (name of corporation (state or place of incorporation) corporation, on behalf of the (underline) or has produced no oddid/oddid not first take an oath this 28 th day of
My Commission Expires: 9 25 2020	Signature - Notary Public
NATALIE GONZALEZ Notary Public - State of Florida Commission # GG 020950 My Comm. Expires Sep 25, 2020 Ronded through National Natary Asso	Natalie Gonzalez Notary's Printed Name GG 020950 Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and (Business Associate). Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement. Description of the breach: Date or date range of the breach: Date of the discovery of the breach: Number of individuals affected by the breach: The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: Contact information to ask questions or learn additional information: Name: Address: Email Address: Phone Number:

Monthly Quality Improvement Report Broward County Public Schools Coordinated Student Health Services

Agency/SBBC:Nurse:				
Health Room Person RN: LPN:	No. of Hours	/Day:		
Administrative Issues		Yes	No	N/A
Standardized health room log used (no notes or individually identifiable information	health			
Health treatment protocols for management of chronic and complex commercency procedures are readily available	ditions and			
Administrative protocols and references are available				
Policy for reporting and documenting medical errors is available				
Core Monitoring posters located in office and clinic				
Medication Administration (s. 1006.062, F.S.; Ch. 64B9-14, F.A.C.)	-34682111111111111111111111111111111111111	Yes	No	N/A
School District Medication Policy available onsite				
2-Unlicensed Assistive Personnel (UAP) are designated by school ado	inistrator			
 Training of UAP documented posted (every 2 years) 				
Periodic monitoring of UAP documented				
 Names of trained UAP are in the Clinic Communication Binds 	Ī.			
Parental permission (signature) on file for each medication authorization	en form			
Documentation of counting medication (initial & refills) when receive	d			
Medications stored in original container with original pharmacy label,	not expired	-		
Medications stored in locked cabinet or locked in refrigerator (or lock	pox)			
OTC medication labeled with students name, not expired				
Expired medications stored in labeled container in separate locked cab	net			
Parent/Risk Management notified of expired Medication, not removed	ov. barent			
Individualized student medication record in use				
Procedure to identify no-show students				
Medication received match the medication listed on the Physician Auth Form?				
When receiving new M.D. orders are the previous orders discontinued	?			ļ
Scheduled medications given within the correct time frame?				
Emergency Preparedness (CH 64F-6.004, F.A.C.)		Yes	No	N/A
Student emergency health information records are readily available to	staff		1	
Procedure to report accidents and injuries in use				<u> </u>
Current CPR/First Aid/AED certification (health room staff & 2 additi	onal school	1		
staff) and current certification copies available.		<u> </u>		
Names/phone numbers of persons certified in CPR/First Aid/AED post emergency poster throughout the school				
First aid supplies and emergency equipment available, and not expired. Health Guidelines, Section IV, Chapter 21 for recommendations)	(see School			
AED unit is properly maintained with documentation bi-weekly				
Documentation that Blood Borne Pathogens DVD has been viewed by	staff			

Health Room	Yes	No	N/A
An area is designated as the health room and maintained in an orderly fashion	1		
Passes are utilized to document care given in clinic			
Completed passes are stored in a locked cabinet/drawer			
Clinic logs are utilized to record students visit to the clinic (no identifiable health			
information)			
All students' records are kept in a locked file cabinet or other secure place			
Nurse is able to observe students while in health room			
Biohazard infectious waste bag (red bag)			
Refrigerator thermometer present		l	
Refrigerator temperature log documentation (if refrigerated medications present)		·	
Chronic Health	Yes	No	N/A
Current Health Roster available	1		
Health Roster Tracking form completed			
Care Plans developed and signed by R.N.			
EAP signed and distributed to teachers			
Medication trainings for school staff completed			
Screenings	Yes	No	N/A
System in place to track failed health screenings			
Nurse participates in Follow up process	<u> </u>		
Heiken Vision referrals sent to parents of students who failed vision two times			
Immunizations	Yes	No	N/A
Immunization Compliance list available			
Nurse HST collaborates with school IMT regarding students who are out of			
compliance (sending out letters)			
Trainings	Yes	No	N/A
Identify students who have current Epi-Pen, Glucagon or Diastat Medication Authorization on file in clinic			
Emergency Plan of care in place for Epi-Pen, Glucagon, and Diastat	1		
Monthly health education for the school		1	

Comments:				
Clinic Reviewed By (Please Print):				
Signature:	_ DRN	□LPN	☐Nursing Supervisor	□ CSHS
Rev113016				



Coordinated Student Health Services Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY OF CHECKLIST

SUPERVISOR NAME:	DATE:		Amarana ar
Nurse' Name:	Agency	:	***************************************
Nurse Presentation	YES	NO	F/U
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment:			
Stethoscope			
Pen light			
Scissors			
Pulse Oximeter			
Blood Pressure Cuff			
Student's Medical Equipment			
Has all needed medical equipment as listed on the		" "	
Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List;			
		, , , , , , , , , , , , , , , , , , , ,	
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization			
for Medication/Treatment form			
Medications are in the original containers with			
pharmacy labels containing the student's name,	1		
medication, dosage, route, and frequency			
Medication is in a locked container or secured in			
nurse's possession			
Medication expiration dates are noted in			
documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at			
assigned school			
School Information Sheet			

Policy for medication administration, reporting		
medical errors		
Accident Reporting Procedure		
Care plans are present and reflect all diagnoses		
Documentation		
Nursing documentation is up to date		
Documentation reflects all student's medical		
diagnoses		
Physical assessment is completed daily		
Supervisory visits		
Supervisor visits are up to date		
Supervisor's visit reflects corrective action plan of		
errors noted		
	<u> </u>	
School:		
IEP reflects how students medical status impacts		
their education		<u> </u>
Plan for above deficiencies:		
	 	
	 	······
(Use lined page for further documentation)	 	
free mien bude tot satmer anenmentanny		
Date of expected correction(s)(2 weeks maximum):	 	

Date

RN name/Signature

Clinic RN Supervisory School Visit

Date:	Agency:		
RN/LPN/HST:	Supervisor		
Notes;	***************************************		

Annual delineary			

SKILLS REVIEW		CLINIC REVIEW	
Glucose Monitoring		Quality Improvement Form	
Glucagon Administration		Consultation with school staff	
Insulin Administration		504 Meetings	
Insulia Syringe		IEP Meetings	
Insulin Pen		Child specific training	
Insulin Pump		Health Education class	
Carbohydrate Counting			
Nebulizer			
EpiPen			
Diastat			
Medication Administration		Other:	

Other:



Coordinated Student Health Services Marcia Bynne, Director

Clinic Daily Data Collection Worksheet

Name:		Agency:		Nionthi
Type of	Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attender
504				
IEP				
	ducation			
Total				
	Date of the control o	145 Contract (1997)	Totals	
	Nursing Assessments	ayen el introdució de Ballo		
	Care Plans Completes	t a contract of the contract o		
	Trainings Provided			
	Health Screenings for			
	Health Screening Foll	ow-up		
	Students Returned to			
	Students Sent Home			
	911 Calls			1



Coordinated Student Health Services Marcia Bynos, Director

Clinic Monthly Data Collection Worksheet

l Name:		Agency		Months
Type of	Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
440 NASHES				I
IEP				
al analistical	ducation			
Total				
	Data		Total	
	Nursing Assessments			
	Care Plans Completed		_	
	Trainings Provided			
	Health Screenings for Absent Students			
	Health Screening Follow	u-nb		
	Students Returned to C	lass		
	Students Sent Home			

911 Calls

Report of Medication Error

Name of School:			
Name of Student:		the second secon	
Birth Date:			
Date and time of error:	· · · · · · · · · · · · · · · · · · ·		Autoritaria de la Colombia de la Col
Name of person administer	ring medication:		
Name of medication and d	osage prescribed:		
Describe circumstances les	uling to error:	wantaning to the service of the serv	1.
Type of error:			
Describe action taken:	and the second	and the second	and the second
Persons notified of error:		vocamenta	
	<u>Name</u>	Date	<u>Time</u>
Principal:		ngg thay ng Ng million da ann Nadhandara mar dh' 1984 a 1985	in a some the other
Parent:	and the second s		entered months of the
Physician:		A CONTRACTOR OF STREET	,t
Health Education Services Other:			
Signature (person complet			a sage a chapter time a browner and the
Follow-up information if a	ipplicable:		
Original - Principal/Commutatiy Copy - School Nurse Copy - Health Education Serv	ve Health Folder		
Source: "Caldelines for Inservici Maryfund.	ng Non-Medical Personae	Lan Medleation Pégerdur	s." mixiii.



Coordinated Student Health Services Marcia Bynoe, Director

CSHS Incident Report

Date:	Time:		
Student:			
Agency:			
Supervisor of Employee/Title:			
Concern:			
•			
	and the state of t		
Outcome:			
Plan for follow-up: yes/no			
il and the second secon			
Signature & Title	;		
Reviewed by Coordinated Student Health Services on 7/2015			

Monthly Summary Log

20. Copper south of demonstrict 20. September Color of September Color	A Sent Horne Class A Sent Horne Class D LPN 1 911 Services Enterprise Roces J Required to Class Conserved to Class Conserved to Class D LPN 1 915 Services D LPN 2 10 Other Roces J Control Horne Consolar Procedures Consolar Procedures Control Horne D LPN 1 911 Services D Control Consolar Procedures Control Control	position by Provider 14 bit	Health Room St School Type: Basic Concretensive Full Serves
TOTAL CONTRACTOR CONTR	C C C C C C C C C C C C C C C C C C C	Paginiz Cara Carateo May Cara	Tate: Health Provider Type: DRN DLPN DHST D School Designee [Yaha J. Diest Sandas Provided By Table & Referred To

Page 57 of 104

Broward County Public Schools Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME:	DATE:
SCHOOL:	
NURSING SUPERVISOR:	, , , , , , , , , , , , , , , , , , ,
NURSE:	
Per	forms Does not I

	PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SCH * *	OOL HEALTH ROOM Basic First Aid List First Aid Emergency Kit CPR/AED Trained Personnel AED Readiness/Inventory Log			
DO(CUMENTATION Maintains confidentiality (FERPA) Clinic logs and passes Student's medication log Individual Health Care Plans Emergency Care Plans Quarterly QI Checklist 504 students			
COI	MMUNICABLE DISEASE Guidelines for Communicable Disease Control In Schools Reportable Disease/Conditions in Florida BCPS Infection Control Guidelines		Vocabour (April 1971)	

Contracted Agency Nurses Accountability Checklist

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
CHILD ABUSE AND NEGLECT Recognizing Child Abuse Reporting Child Abuse			
HEALTH RESOURCES Community Health Resources Parent Guide			
ANAPHYLAXIS * Administration of Epinephrine Auto Injector * Caregiver Epi-Pen Kit List			
ASTHMA • Metered Dose Inhaler Administration • Nebulizer Administration			
DIABETES Blood Glucose Monitoring Ketone Testing Carbohydrate Counting Insulin Injection via Pen or Syringe Insulin Pump Procedures Diabetic student Teaching Skills Record			
CORE HEALTH REQUIREMENTS Emergency Preparedness Medication Administration Health Room Health Screenings Immunization Compliance Universal Precautions			

Contracted Agency Nurses Accountability Checklist

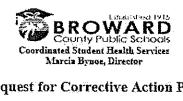
PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SEIZURES Diastat Administration Caregivers Diastat Kit List Seizure Log			
HEALTH ROSTER Identifying 5tudents with chronic Health issues Developing a Flan of \Care			

	NO
Comments:	
Agency Supervisor Signature:	DATE:
Agency Nurse Signature:	DATE:
District Chronic Health Nurse Comments	
Signature	



Corrective Action Plan

chool	Agency)ate
Description of Corrective Actions			
Corrective Action Takens			
Evidence of Completion of the Correction	e Action:		
	,		Date of Completions
Title/Role of Responsible Persons:			Date of Combiscons.
mployee Name/Title		Employee Signature/Dal	*
трюуее мателние		Tisthing on ordinates of one	
		Supervisor Signature/Da	
Supervisor Name/Title		Supervisor Signature/Da	ite:
Reviewed by Coordinated St	tudent Health Serv	ices:	
Name/Title		Signature/Date	
AGHIEL LINE			



which is a substitute of $(p_{ij},p_{ij})_{ij}$, which with the same

Request for Corrective Action Plan

Date:	Time:
School:	Agency:
Employee Name/Title:	
Issues found upon clinic audit:	
And the second s	
4- Marie 10- 10- 10- 10- 10- 10- 10- 10- 10- 10-	
· ·	

The state of the s	
Supervisor to visit clinic upon receipt of tl Health Services within seven business day	his request and submit a corrective action plan to Coordinated Stude's.
Signature & Title:	

Coordinated Student Health Services Nursing Activities

Activity	Description
Grade Level Screenings	Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance. Vision screenings are required for all students in kindergarten (k), 15, 3°4, and 61°1 grades and new to state in grades k through 5°1. Growth and development screenings are required for students in 1°4, 3°4, 61°1, and 9°1 grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. District Health Techs conduct vision, BMI and hearing
Pediculosis	screenings. Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when-necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services Nursing Activities

Activity	Description
First Aid or CPR	The provision of First Aid and/or Cardio Pulmonary Resuscitation (CPR) should include an evaluation of the student's condition, the administration of First Aid and/or CPR, and documentation in the student's health record. Contracted Agency personnel should be currently certified by nationally recognized, certifying agencies in the administration of first aid and CPR.
Complex Medical Procedures	Provision of health-related services required by the student to function in the school setting. Complex medical procedures include but are not limited to: cardiac monitoring, carbohydrate counting, glucose monitoring, oxygen therapy, specimen (urine or blood) collection or testing, nebulizer treatment, and intervention through administration of emergency medications.
Immunization Follow-up	Review and/or follow-up of student Florida Certificates of Immunization to verify that age-appropriate immunization requirements are current and documented. Students' immunization status must be periodically reviewed to ascertain if the student is age-appropriately immunized. Targeted groups include, at a minimum: 1) Newly enrolled students in State; and 2) Students in kindergarten and 7th grade.
School Health Staff Consultation	Coordinate health services with other school activities and advise and/or assist school personnel, parents/guardians and other health care providers in health related matters.
Family Engagement	ensure participant's families have the opportunity to be actively engaged with the school health program; and provide regular, ongoing communication to parents and caregivers about the program and their child's health status.
Individualized Health Care Plan (IHP)	Development, review, or revision of individualized student health care plans (THP) by a registered nurse for students with chronic or acute health problems. These students may need specific individualized health-related services to maintain their health status, stay in school, and optimize their educational opportunities, as identified by school health staff. The written IHP must be followed to provide services in a safe and efficient manner.
Emergency Care Plan (ECP)	The Emergency Care Plan (ECP) is a component of the IHP. All students who have a life threatening condition or chronic condition that may result in complications causing serious life altering or life threatening events should have an ECP. The plan should always include emergency contact information, the medical diagnosis and nursing plan of care, individual student information such as medications, goals, and who is delegated, trained and authorized to provide care in the absence of the nurse. The ECP should be easy for unlicensed assistive personnel (UAP) or school staff persons to understand and follow. It should be written so that laypersons can follow student-specific emergency procedures in case of an emergency.
Health Education	Provide ongoing health education for students and parents on various health topics related to school health.

Coordinated Student Health Services Nursing Activities

Activity	Description
Oral Health Services	Provide oral health education in collaboration with community partners. Make referrals for further evaluation when appropriate.
Child-Specific Training	A planned education session with one or more participants, conducted by Contracted Agency personnel, to provide child-specific training to school personnel performing child-specific health-related services as specified in the student's IHP & ECP.
Chronic Disease Management	Provide education, management and support of students with chronic conditions. This includes objective assessment and monitoring; review of student health history and parent report in order to assess the characteristics and severity of the condition and to ensure adequate control is achieved and maintained.

1116



AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

colle school	MEETING DATE	2018-10-	02 10:05 - School Bo	ard Operational Maeting	Special Order Request (Yes (No	
internal by		ITEMS	TEMS			
F-1.	CATEGORY	F, OFFIC	E OF ACADEMICS		Time	
	DEPARTMENT	Coordina	ted Student Hoalth S	ervices	Open Agenda	
ITLE:		I			O Yes ● No	
bool Hendh Servic	es Pian 2018-2020					
EQUESTED A	CTION:	**************************************				
required by Florid students	nggs 9200.F86 eluist2 s	ove ihe ajiaci	ned 2318-2020 School He	ath Services Plan, which describes the sci	health and at sealward than the history	
·						
***************************************	LANATION AND B					
				with the school district and school health i lify for the provision of the mandated healt		
				orids Department of Fleshin, as required by		
	for continuation of Sum		alion teld Dockground.			
is plan will be exe	nifed after School Board	appmyal,				
CHOOL BOAR	n goal \$:					
	ligh Quality Instru	ction (1)	Goal 2: Continuou	s Improvement () Goal 3:E	fective Communication	
NANCIAL IMP			C THE THE PARTY OF			
ee it no inarca	empact to the District.					
XHIBITS: (Lie	1)					
		and School	Hentin Services Plan 20	18-2020 (2) School Health Services	Plan 2018-2020 (3) Provious	
RF F-2						
			eaupae aé lene	TIONAL INFORMATION:		
IOARD ACTIO			1	**************************************	Disease 754 304 4000	
APP	SOMED	1	Name; Michaelle V	/albrun-Pope, Chief Stu Sop Init I	Phone: 754-321-1660	
(For Official Sch	od Bases Respos Office Co	2/)	Namo: Marcia Byn	ce, Director	Phone: 754-321-1575	
HE SCHOO	L BOARD OF B	ROWAR	COUNTY, FLO	t day an	OCT 0 2 2018	
ilchaelle Valbr	un-Pope - Chief Stu	dent Supp	on Initiatives Officer	Board Meeting On:	ora Rupul	
ignalure				_ ^ { \ \	School Board Chair	
	Mickey Valbr	•				
	9/13/2018, 12	:11:09 PA	<i>1</i>			
Jectronic Signature orm #4180 Revis twee MVP/MB:	ad 01894/2017					
PARTY SECTION STATES	# 11-#					

F-1. Continuation of School Health Services Plan 2018-2020

Continuation of Summary Explanation and Background

Chapter 64F-6.002 Florida Administrative Code (FAC) requires the plan to be completed on a two-year cycle. The previous plan 2016-2018 was approved by the Board on October 5, 2016. The State School Health Program conducts an annual audit with the Florida Department of Health and the District to review the provision of the School Health Program services. Recent audit conducted in April 2018 reflected the District met all standards. This plan is a collaboration with all healthcare entities to facilitate the provision of the mandated health services in the District public schools.



Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.

2018 - 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
Local Department of Health	Paula Thag; MD	
Administrator / Director	Espering COD	10-86-18
	Barbara Protences	Cote
Local Department of Health Nursing Director	Paulaud Katima	10/18/18
	maurein O'Keiffe	Date 119
Local Department of Health School Health Coordinator	mairien o'Lufte	10/18/18
	NORA RUPZEI	Date /
School Board Chair Person	Morning wood Carpets	10/2/18
	Signorure 1	bein 1 G
School District Superintendens	Kobert W. Kunche	16/2/18
	Joneture Campage	Pite
School District School Health Coordinator	Markey 19 Mile	10/4/18
	Signature	Date
School Health Advisory Committee Chairperson	maureun d'Kutte	10/18/19
	maure Kulle	10/18/18
	>5000000 //	Secte
Sichool Health Services Public /	Candy Arenberg Seltzer	
Private Portner	Cendy Charles Sot	10/8/18
(IEARANY - COUNCIL HEALTH FEBURE	Synfylor	Date*

Broward County

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local Department of Health to develop, Jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the "Plan") that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed blennially.

The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:

- Part I: Basic School Health Services General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402,3026, Florida Statutes.

The Plan contains 4 columns, as follows:

- Column 1—Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column
- Column 3 Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHACI) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 Local Implementation Strategy & Activities. This column describes the Implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 12328 and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: Rica v. District Board of Trustees of Santa Fe College, 109 So. 3d B51, B56 (Fla. 1st DCA 2013). Therefore, the school district expects oil parties to the School Health Service Plan to take all necessary steps to

3

Broward County

preserve the confidential and exempt nature of this information. It should not be inspected or copied by or provided to anyone other than the parties who have a figitimate need for such information. In addition, where applicable, these records may sometimes be covered by the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Part 164, and must be protected pursuant to HIPAA guidelines.

PART I: BASIC SCHOOL HEALTH SERVICES			
Requirements/References	Program Standarda	Local Agency(s) Responsible	Local implementation Strategy & Activities
1. School Health Services Plan; District Wellness Policy; Comprehensive School Health Services; Full Service Schools: School Health Services Act: s. 381,0056, F.S.;	1a, Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	LEA DOH	The local school health services plan will be completed blennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the tocal Department of Health medical director/administrator.	LEA DOH	The local school health services plar will be reviewed each year for the purpose of updating the plan. Amendments will be signed by the school district superintendent and the local Department of Health medical director/administrator.
Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.	1c. The local school health services plan shell describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	LEA DOH	The local school health services plar will describe employing or contractin for all health-related staff and the supervision of all school health services personnel regardless of the funding source.

Broward County

1,	42 E- 11 - 1010		
1 1 1	1d. Each local CHD uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work.	DOH	DOH Broward uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work
e r	le. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, mplementation and evaluation of the orogram. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.	LEA DOH	The LEA and DOH Broward have a designated ARNP and RN, respectfully, responsible for the coordination of planning, development, implementation and evaluation of the program. These two positons shall collaborate to assure program compliance and to plan and assess the delivery of program services.
in de se	If. Protocols for supervision of school realth services personnel shall be described in the local school health dervices plan to assure that such services are provided in accordance with statutory and regulatory equirements and professional standards, and are consistent with the ourse Practice Act.	LEA DOH	DOH-Broward and LEA shall adhere to protocols for supervision of school health services personnel consistent with statutory and regulatory requirements and professional standards. They shall be consistent with the Nurse Practice Act and the Technical Assistance Guldelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.
p d t n d h	g. Decisions regarding medical protocols or standing orders in the dollower of school health services are he responsibility of the local CHD medical director in conjunction with district school boards, local school realth advisory committees, the school district medical consultant if employed, and the student's private physician when applicable,	LEA DOH	Protocols and standing order shall be developed by DOH-Broward in collaboration with the LEA, local school health advisory committee, and the student's private physician. Child specific standing orders shall be written by the student's private physician.

Broward County

	th. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	LEA DOH School Health Pertners and Providers	All partners providing school health services will follow procedures developed by DOH Broward for the collection of Health Services data. All partners will submit data monthly within specified time frames to be input into HMS. Additional information needed for the Annual Report will be collected annually.
	1í. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	LEA DOH SHAC	The SHAC includes members representing the eight components of the CDC CSH model. A representative from SHAC sits on the LEA Wellness and Learning Supports Committee. In addition the SHAC annually reviews the LEA Wellness Policy.
2. Health Appraisal s, 381,0056(4)(a)(1), F.S.	2a, Determine the health status of students.	DOH-Broward LEA School Health Providers	The health status of students will be determined by any or all of the following: -Health History and/or Nursing -Assessment -Record Review -Parent Conference -Coordination/collaboration with school personnol/health care providers and implementation of medical orders for students with actual potential or suspected health problems.
3. Records Review s, 381,0056(4)(a)(2), F.S. s,1003,22(1)(4) F.S.; Chapters:	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc.	LEA DOH	Initial school entry review will be completed by either DOH-Broward or LEA and/or the principal's designee. Review will include information regarding:

Broward County

64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.			(a) Immunization status and certification; (b) Health history, including any chronic conditions and treatment plan; (c) Screening tests, results, follow-up and corrective action; (d) Health exemination report (e) Documentation of injuries and documentation of episodes of sudden illness referred for emergency health care; (f) Documentation of any nursing assessments done, written plans of care, counseling in regards to health care malters and results; (g) Documentation of any consultations with school personnel, students, parents, guardians or service providers about a student's health problem, recommendations made and results; and (h) Documentation of physician's orders and parental permission to administer medication or medical treatments given in school.
	3b, Emergency information card for each student should be updated each year.	LEA	At the beginning of each school year, or upon new student entry, students will submit emergency information cards. School health personnel or principal's designee will review emergency cards annually to identify current medical status. An emergency information card, shall contain a contact person, family physician, altergies, significant health

7

Broward County

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4s. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6,001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	 Identify students with nutrillon related problems and refer to an appropriate healthcare provider. 	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrilion related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	6a. Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	DOH Broward	DOH Broward makes available preventative dental services to all Elementary and Middle School students in school and for all students in the DOH Dental Clinics.
7. Health Counseling s. 381.0056(4)(a)(10), F.S.	7s. Provide health counseling as appropriate,	LEA DOH Broward School Health Providers	All partners providing school health services will provide health counseling, including instruction for health maintenance, disease prevention, and health promotion as eppropriate.

Broward County

8. Referral and Follow-up of Suspected and Confirmed Health Problems s. 381.0056(4)(a)(11), F.S.	8a. Provide referral and a minimum of 3 documented attempts of follow-up for abnormal health screenings, emergency health issues, and acute or chronic health problems. Coordinate and link to community health resources.	LEA DOH Broward School Health Providers	All school health providers will provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems. All school health providers will coordinate and link students to community health resources
9. Provisions for Screenings 5. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.	9a. Provide screenings and a list of all providers. Screenings: (i) Vision screenings shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (ii) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (iii) Growth and development screening shall be provided, at a minimum, to students in grade 9. (iv) Scollosis screening shall be provided, at a minimum, to students in grade 9.	LEA	LEA provides screeners to conduct (1) Vision screenings to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten through 5. (2) Hearing screening to students in grades kindergarten, 1 and 6; to students entering Floride schools for the first time in grades kindergarten through 5; and optionally to students in grade 3. (3) Growth and development screening to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scollosis screening to students in grade 6,
	9b. Obtain parent permission in writing prior to invasive screening, (e.g. comprehensive eye exam).	LEA	LEA shall obtain parental/guardian permission in writing prior to invasive screening.

Broward County

	-		
	9c. Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources.	LEA DOH Broward School Health Providers	All school health providers will provide referrel and follow up for abnormal health screenings.
10. Meeting Ernergency Health Needs ss. 381.0056(4)(a)(10), F,S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2015 Florida Edition	10a, Ensure written health emergency policies and protocols are maintained and include minimum provisions.	LEA DOH Broward School Health Providers	Policies, procedures and protocols for the management of health emergencies will be in writing and kept on tile at the LEA, CHD and at each school. Minimum provisions include: student emergency information cards updated annually for each student, the locations of emergency supplies and equipment, and a list of persons currently certified to provide first aid and cardiopulmonary resuscitation is posted in several areas throughout the school. Protocols used are the Emergency Guidelines for Schools, 2016 Florida Edition.
	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first ald and a list is posted in key locations.	LEA DOH Broward School Health Providers	Health Room staff and two additional non-medical staff in each school will be certifled in a CPR/First Aid by a nationally recognized certifying agency. A copy of this certification shall be kept on file in the health room. Names, locations and phone numbers for certified staff is posted in key locations. The principal/designee will post the names of certified staff

10

10c. Assist in the planning and training of staff responsible for emergency situations.	LEA DOH Broward School Health Providers	on 911 posters located in health rooms, school offices, gyms, and cafeterias and throughout other locations in the school. DOH-Broward, LEA and School Health Providers will assist in the planning and training of staff responsible for the care on a day to day basis to students who are ill or injured while on school grounds during school hours.
10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	LEA DOH Broward School Health Providers	All school health providers and/or principal designee will use the LEA First Aid supply list to monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.
10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	ĹĒĄ	The school principal or designee shall follow the LEA procedure to ensure adequate health, first aid supplies and emergency equipment are available and maintained. AED units shall be checked bi-weekly and documented.
10f. All Injuries and episodes of sudden Illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	LEA DOH Broward School Health Providers	All injuries and episodes of sudden illness referred for emergency health treatment will be documented and reported to the principal or designee. All school health providers or principal designee will follow LEA procedure to document and monitor all accident/injury reports, and 911 calls.
10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to:	LEA	Each school that is a member of the Florida High School Athletic Association will have an operational

11. Assist in Health Education	1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director. 11a. Collaborate with schools, health	LFA	automatic external defibrillator and will ensure a minimum of two non-medical persons will be trained in AEO usage. AED's will be registered with the county Emergency Medical Services Director. AED units shall be checked bi-weekly and documented
Curriculum s, 381,0056(4)(a)(13), F.S.	staff and others in health education curriculum development.	DOH Broward School Health Providers	LEA is responsible for the development of health education curriculum in all public schools. DOH-Broward and school health providers assist as requested.
12. Refer Student to Appropriate Health Treatment s, 381,0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	 Provide consultation with parents, students, staff and physicians regarding student health issues. 	LEA: DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapler 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for cornolitance

15. Nonpublic School Participation ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S. 16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Chaplers 6A-6.0331, F.A.C., 64F-6.006, F.A.C.	15s. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements. 15a. Provide relevant health information for ESE staffing and planning.	LEA DOH Broward	Any nonpublic school may voluntarily participate in the school health services program. Any nonpublic school participating in the school health services program will meet requirements of Florida Statute. Collaboration will occur between Exceptional Student Education (ESE) staff and School Health Services staff to provide for staffing and educational planning. Students suspected of being exceptional, shall be referred for professional evaluation in accordance with LEA procedures for providing special programs. Services shall include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. The partners shall adhere to FERPA, Florida Statute 1002.22, the Individuals with Disabilities Education Act (IDEA), and where applicable, HIPAA.
17. The district school board shall provide in-service health training for school personnel s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.	17a, Please list providers of in service health training for school personnel.	LEA DOH Broward School Health Providers	The district school board, DOH, and community partners provide inservice health training for school personnet. All school staff are invited to participate in health training events. On-line courses are also available.

18. The district school board shall include health services and health education as part of the comprehensive plan for the school district s. 381.0056(6)(e), F.S.; Chapter 64F-6.002, F.A.C.	18a, School-based health services are provided to public school children in grades pre-kindergarten through 12.	LEA DOH Broward School Health Providers	School based health services are provided to all public school children in grades pre-k - 12.
19. The district school board shall make available adequate physical facilities for health services s. 281.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014	19a. Health room facilities in each school will meet DOE requirements.	LEA	Every effort is made to meet DOE requirements for Educational and Existing Educational Health room facilities in accordance with guidelines.
20. The district school hoard shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthy foods s. 381.0056(6)(d), F.S.	20a. List programs and/or resources to be used.	LEA	Schools participate in various healthy physical and healthy food activities. School cafeterias meet the new Federal Guidelines for Healthy Foods.
21. The district school board shall inform parents or guardians in writing at the beginning of each school year of the health services provided s. 381,0056(6)(e), F.S.	21a, Provide the opportunity for parents or guardians to request an exemption in writing.	LEA	A parent/guardian can notify the school should they choose to opt out of school health services for their children.

22. The presence of any of the communicable diseases for which immunication is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.	22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.	LEA DOH Broward	DOH and LEA will develop policies which coordinate responses to suspected or confirmed communicable disease or other health occurrences. This includes; Prevention strategies, a process to identify and report communicable disease to CHO, initial response & notification, outbreak investigation, and medical intervention. The LEA has developed procedures to coordinate responses regarding communicable diseases.
23. Each district school heard shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician sassistant (pursuant to chapter 458 or 459), to the school personnel designated by the achool principal to assist atudents in the administration of prescribed medication s. 1006.062(1)(a), F.S.	23a. Include provisions in the procedure for general and student-specific administration of medication training.	LEA	LEA has developed a procedure for the administration of medication during school hours and for licensed professionals to train school personnel in administering medication. Two staff are trained at each school to administer prescribed medication. Certificates of trained staff are maintained in the health room. School Board Policy number 6305 (Administration of Medication/Trealments) addresses Medication Administration at school. School Board Policy number 6305.1 (Medical Marijuana/Low THC Cannabis Use to Qualified Students in Schools).

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 1006.052(1)(b), F.S.; Chapler 6489-14, F.A.C.	24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.	LEA	LEA Policy number 6305 (Medication Administration) addresses Medication Administration at school. Designated school personnel are trained by licensed professionals in administration of prescribed and over the counter medication consistent with delegation practices per Ch. 5489-14, F.A.C.
25. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting	25a. Develop and Implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of Inhaler by student.	LEA DOH Broward School Health Providers	LEA has protocols which addresses that any asthmatic student whose parents & physicians provide approval may carry a MDI on their person while in school and/or school related activities. All school health providers will develop students IHP and/or EAP in accordance with DOH/LEA guidelines, CII Documentation has been developed to record IHP and/or EAP development.
26. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with line student, parentiguardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.	LEA DOH Broward School Hoalth Providers	The RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.

I'a > 1			
School Nurse and Handbook for			
Connection Cards, NASN;			1
NASN Position Statement on			
Rescue Medications in School;	1		
Students with Life-Threatening			
Allergies, 2017 Updated			
Guidance		ľ.,	
27. A public school may	27a. If the school district has chosen to		
purchase a supply of	maintain supplies of epinephrine auto-	N/A	N/A
epinephrine auto-injectors	injectors, a standing order and written		
from a wholesale distributor	protocol has been developed by a		
or manufacturer as defined in	licensed physician and is available at all		
s. 499.003, F.S. for the	schools where the epinephrine auto-		
epinephrine auto-injectors at	Injectors are stocked.		
fair-market, free, or reduced	i'		
prices for use in the event a	! ·		[
student has an anaphylactic			
reaction. The epinephrine			<u> </u>
auto-injectors must be			
maintained in a secure			
location on the public			[
school's premises. The]
participating school district			
shall adopt a protocol			i
developed by a licensed	-		
physician for the			
administration by school	***************************************		
personnel who are trained to			
recognize an anaphylactic			
reaction and to administer an			
epinephrine auto-injection			
s. 1002.20(3)(i)(2), F.S.			
28. Educational training	28a. Ensure that school slaff that are		
programs required by this	designated by the principal (in addition	N/A	N/A
section must be conducted by	to school health staff in the school clinic)		·
a nationally recognized	to administer stock epinephrine auto-		
organization experienced in	injectors (not prescribed to an individual		

Broward County

training laypersons in emergency health treatment or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector s. 381.88, F.S.	student) are trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Department of Health.		
29. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabotic supplies, aquipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia and hyperglycemia s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting	29a. Maintein e copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self-management of diabetes.	LEA DOH Broward School Health Providers	In accordance with LEA protocols, students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while an-route to and from school (bus), in school or at school sponsored activities. The written euthorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypogiycemia and hyperglycemia. All school health providers will develop students IHP and EAP in accordance with DOH-Broward/LEA guidelines.

18

30. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancrealic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the atudent's parent and prescribing practitioner s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.	30e. Develop and implement an IHP and ECP for management of the conditions requiring parcreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.	LEA DOH Broward School Health Providers	According to LEA policy, a student who has experienced or is at risk for pencreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner, All school health providers will develop students IHP and an EAP, if Indicated, in accordance with DOH-Broward/LEA guidelines.
31. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant s. 1006.062(4), F.S.; Chapters: 6489-14.002(3), F.A.C., 6489-14, F.A.C.; Technical Assistance Guidelines - The Role of the	31a. Document health related child- specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.	LEA DOH Broward School Health Providers	All health related child specific training will be documented. Documentation will include a competency check list signed by the RN and the non-medical assistive personnel assuring child specific training.
Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010),	31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.	LEA DOH Broward School Health Providera	Use of nonmedical assistive personnel is consistent with delegation practices and the Technical Assistance Guidelines (TAGS).

32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan. ss. 381.0059, F.S., 1011.465, F.S.	32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.	LEA DOH Broward School Health Providers	Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students must meet level 2 screening requirements.
33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established under ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.	33a. The school health services plan shall include policies and procedures for implementation.	LEA	Broward County Public Schools will immediately notify a student's parent, guardian or caregiver if a student is involuntarily removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination as specified in Florida Statute.

PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)			
References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
34. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services ss. 381.0057(6), F.S., 743.065, F.S.	34a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	DOH Broward	The professional nurse will provide oversight of health services Identified with actual or potential health problems through developing a plan of care: a) nursing assessment b) facilitating and planning appropriate Interventions c) referral d) follow-up e) case management f) education g) evaluations
	34b. Provide health activities that promote healthy living in each school.	DOH Broward	Participate/support LEA Food and Nutrition Services & Wellness Pollcy, Encourage schools to participate in school sponsored wellness programs,
	34c. Provide health education classes.	DOH Broward	Collaborate with classroom teachers & resource staff to provide presentations which will promote healthy living & standard topics according to LEA guidelines/policies/curriculum.
	34d. Provide or coordinate counseling and referrals to decrease substance abuse.	LEA DOH Broward	Collaborate with school counselors and school resource officers regarding individual or group activities to decrease substance abuse (alcohol, tobacco, other drugs). Encourage SWAT (Students Working Against

Topology .			Tobacco). Collaborate with community, counselors and other personnel to identify students at risk/engaged in substance abuse. Consult with school counselors/health providers, as indicated.
	34e. Provide or coordinate counseling and referrals to decrease the incidence of sulcide attempts.	LEA DOH Broward	LEA guidelines outline steps for students at risk. Signs and symptoms are available to staff. Coordinate with Suicide prevention designee to assess students at risk and provide interventions and classes. Collaborate with agencies to provide counseling resources.
	34f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	LEA DOH Broward	Collaborate with classroom teachers and educational resource staff to provide presentations focused on reducing high risk behaviors.
	34g, Identify and provide interventions for students at risk for early parenthood.	LEA DOH Broward	Identify at risk students from absentee and academic reports. Identify students through self-referral, peers, nursing assessments and parent teacher conferences. Interventions include: collaboration with social workers, parents, guidance counselors and other health professionals.
	34h. Provide counseling and education of teans to prevent and reduce involvement in sexual activity.	LEA DOH Broward	Presentations will be given to promote healthy lifestyle with educational programs related to human sexuality according to LEA

			guidelines/policles/corriculum, Individual and group counseling is available,			
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with cleasroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.			
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.			
	34k. Refer all pregnent sludents who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.			
PART	III: HEALTH SERVICES FOR FULL	SERVICE SCHOOL	.\$ (FSS)			
References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities			
35. The State Board of Education and the Department of Health shall	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.			
jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35b, Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students			

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e, Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse Holline.
And the second s	35f. Provide referrals for children risk of delinquent behavior parents, and adult education.	LEA DOH Broward School Health Providers	Referrals are made as appropriate,
	35g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	LEA	Schools develop agreements for in-kind health, social services and community partners.

AGENCY TIMESHEET

ne (If Applicable):		Circle Type of Care Providing: Clinic Direct Care to Student (1:1)
Day of Week Dat		new Couff Carifying Couff Vonfiction Time
Monday		
Tuesday		
Wodnesday		
Thursday		
Friday	1 1 1	

Agency Time Sheet For Direct Care (Medical Fragile Coverage) Parent/Guardian Signature Verification

Week Beginning On:		 			
Agency Names			RN/LPN:		
School Name:					
Client Name:			manusemente,		
Day of Week	Date	Time of Arrival	Shife End Time	Hours Worked	Parent / Guardian Signature
Monday			***************************************		
Tuesday					
Wednesday:					
Thursday					
Friday					
Total Number of Hours W	orked;				
Employee Signature				Agency Nurs	ing Administrator Signature
Time absets are to be rigued a Nursing Administrator of the	ud turned into the approp	oriste person weekly. The	y are to be algued by the employ	es norking the bours,	the supervisor who suthorized the time, and the
Revised; 112916					

SAMPLE INVOICE

Company Name

INVOICE

Street Address City, ST ZIP Code Telephone Fax

INVOICE NUMBER:

9-5454

INVOICE DATE;;

9/2/2019

WEEK #2

8/22 - 8/26/2019

TO:

PURCHASE ORDER #: 7520xxxxxxx DESCRIPTION OF SERVICES: NURSING PROGRAM TYPE:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1400 NW 14th COURT

COORDINATED STUDENT HEALTH SERVICES ATTN: MARIA TORRES

FT. LAUDERDALE, FL 33311

ESE 📑

504

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 - 2:00	30	\$27.50	\$825.00
RN	Kate Smith	34 Elementary School	7:30 2:30	35	\$29.00	\$1,015.00
						<u> </u>
	<u> </u>					
			-			
,	TOTAL DUE:					\$1,840.00

Make checks payable to:

ABC Company Address City, State, Zip

Tax 10#

THANK YOU FOR YOUR BUSINESS

Kronos Time Clock User Account Agreement

NOTICE TO KRONOS TIME CLOCK USER: BY SELECTING SIGNING YOUR NAME BELOW, YOU AGREE TO ALL THE TERMS SET FORTH BELOW.

As a Kronos time clock user, I agree to the following:

- . I will not ask anyone to punch the time clock for me, and I will not punch the time clock for anyone.
- I will punch the time clock every day upon my arrival and every day upon my departure from my assigned location.
- I will not disclose or lend my Kronos ID to anyone. My Kronos ID is for my use only and will serve
 as my electronic signature for payroll purposes.
- I will not intentionally cause corruption or disruption to the Kronos time clock system or the data it contains.
- If I become aware of any violation of any security procedures or suspect any unauthorized use of my Kronos ID, I will immediately notify my vendor, who will notify the Director of Coordinated Student Health Services.

. By agreeing to the statements above, I confirm, to the best of my ability, that all documentation

entered under my user name and/or password are true and accurate.

Print Name	Agency Name		
Signature	Title	Date	
Kronos User Agreement			

STUDENT MEDICATION LOG

														Alle	gles						
Student's Name:					D	DB:		School:					Hm Rm Teacher								
Doctor:				Pho	1e#_				Fax	#:				r	lagn	osis :					
Special Instructions;	rctions; Side Effects: M							M	onth/	Yéar:											
HEDICATION :	Record "Notes Record If medi absent	Record the amount of Medication received (i.e. # of pilts, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse Record Time Medication was given (or Reason ont given) and initials in the appropriate boxes If medication is not given, please use one of the following abbreviations to indicate the reason why: wissent O-out of medication F-Rehi trip D-discontinued R-refused DW-dose wasted ER-early release day V-vocation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side																			
Date					1	1	ļ · · · · · · ·		T							· · ·					
AM		-	_		+-	+-	 		├			├──			-		 				_
Initials	-+	\dashv	-+	+	+	+			┢	<u> </u>		 			 	<u> </u>	-		_	_	
PM				_	-	+	1		 						-	l	 		 -		<u> </u>
initials	-					 	1		-			\vdash	<u> </u>			<u> </u>	\vdash		 		1
AM					1	+			1			·				1					·
éleitiul					Í	Ť			†							ļ					
РМ									1												
zleitial																					<u> </u>
AM						\top															
luitials																					
PM]					L .									
(uitials]							<u> </u>					
AM.						-															L
lnitiāk																					L.
PM P										<u> </u>		<u> </u>			<u> </u>		<u> </u>				
ใหม่ได้สโร																<u> </u>]	L	
lgustureAuitialsPasé for each we								*.								•					
lignaturo/Initials;									gnatur												
ignature/initials:			and the latest designation of the latest des					Sk	ង្គារដាំប្រក	://nitia	s:										

Rev. 9/27/10

STUDENT MEDICATION LOG

NOTES									
DATE	TIME	PATE	TIME						
	1		1						
			+ +						
			+-+						
			+						
	[
			1 l.						
				4					
			1 1						
			 	 					
	<u> </u>		 						
			1						
			- -						
	bocu	MENTATION OF RECEI	TOF ME	DICATIONS					

MEDICATION	AMOUNT	PARENT/GUARDIAN	RECEIVED BY
(Name and dosage)		SIGNATURE	(SIGNATURE)

Rev. 9/27/18

DATE RECEIVED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA COORDINATED STUDENT HEALTH SERVICES PARENT AND SCHOOL RESPONSIBILITIES For Students with Diabetes

en generale de la companya della companya della companya de la companya della com

Phone (754) 321-1575

Student Name

Fax (754) 321-1687

Date

Parent/Guardian Responsibilities:	
Parents must notify schools prior to enrollment or r Diabetes and will provide school with the following: Diabetes Medication/Treatment Authorization Fon Emergency phone numbers where they can be reac Back up emergency contacts and phone numbers Student's snack and meal schedule Meter to test blood glucose with test strips and land Glucose tabs or gel and glucagon kit if needed for Insulin and syringes Snacks and juice for treatment of low blood sugar If student is on an insulin pump the parent will Extra infusion set and reservoir Insulin and syringes Extra batteries for pump Amount of carbohydrates in snack and lunch e	m (completed and signed by physician and parent/guardian) hed at all times cets treatment of extremely low blood glucose also provide:
school and fax Diabetes Medication/Treatment Aut. The school must make parent aware that it may tak The school will be responsible to provide the studen Training for all staff who will be involved with stu Implementation of a 504 Plan if indicated Appropriate place for student to keep supplies Place to test blood glucose and administer insulin a Trained staff to assist student as needed with blood Trained staff to administer Glucagon in accordance Form.	dent during the school day considering student's preference (clinic versus classroom) I glucose testing and insulin administration e with student's Diabetes Medication Treatment Authorization t for blood glucose levels which are outside the tergeted range in ad on the bus
Parent's Signature	School Representative's Signature

Remed 5/19/16

THE SCHOOL BOA	ARD OF BROWARD COUNTY, FLORIDA						
COORDINATI Phone (754)	ED STUDENT HEALTH SERVICES						
Student's Name:	Date of Birth: Date:	* *************************************					
School Name:	Grade Homeroam						
CONTACT INFORMATION							
ParenaGuardian #1:	Phone Numbers: Home						
Work							
Parenz/Guardian #2:	Phone Numbers: Home						
Work	Ceīular						
Physician/Healthcare Providers:							
Other Emergency Contact:							
Relationship:	WowCelldar						
EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions if unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above a. Loss of consciousness or satisfie (convulsion) immediately after Glucagon given and 911 called. b. Blood Glucase in excess of 300 mg/dl c. Positive unite ketores. d. Abdominal pain, natuses/conting, diarrica, fever, altered breathing, silured speech, or altered level of consciousness.							
BLOOD GLUCOSE MONITORING: At school: Yes To ordinarily be performed by student; Yes T	No Student has been bained by Healthcare Profes	ssional O Yes O No					
· · · · · · · · · · · · · · · · · · ·	·						
	ion: [] Yes [] No						
Time to be performed: Defore breakfast Mid-marning (Sefore snack Sefore lunch Defore lunch Defore snack Defore lunch Defore lunc	☐ Mid-afternoos ☑ As needed for signe/symptoms of low/sigh blo						
Place to be performed: CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) To Yes Alarms set for Till High Tillow Note: always or	S Classroom S Other Specials and/or No Brand/model onfirm CGM results with blood glucose meter before	Bus eraking accon.					
INSULIN INJECTIONS DURING SCHOOL: D Yes D No	Student has been beined by Healthcare Professional	☐ Yes ☐ No					
The state of the s	Oraw up correct dose? TYES No Give own inje	ction? TYes No					
Needs supervision: Tyes Tho Insulin Delivery: Syringe-Mal Then Pump (if pump)	wom, use 'Insulin Pump Medication/Treatment Plan')						
Standard daily insulin at school: TYES TI No	Correction dose of Insulin for High Blood Glucos	e: D Yes D No					
Type: Dose: Time to be given:	If yes, 🗆 Apidra 🗀 Humalop 🖸 Novol.op	in the first term					
	Insulin correction for before lunch only						
	☐ Insulin correction dose for blood glucose greater to	han mole and at least					
Calculate insulin dose for oarbohydrate intake:	hours since last insufa dose.						
☐ Yes ☐ No	Determine dose per silding scale below.	USE FORMULA:					
If yes use: [] Apidra [] Humalog [] NovoLog	Blood sugar: Less than Insulix Dose	BLOOD GLUCOSE					
1 #unit(s) per grama Carbohydrate	Blood sugar Insulia Dose	MINUS					
	Elood sugar: Insulin Dose						
M Add carbohydrate dose to correction dose	Blood super Insulin Dose						
	Slood augar, Insulin Dose	_					
	Blood sugar Insulin Dose						
	Blood sugar: insulin Dose						
OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: (Name of Medication Dose	Yes No Route Pas	side Side Effects					
Auto-income							

Regited 5/1915
Disbetes Medication/Trestment Authorization — Page 2

EXERCISE, SPORTS, AND FIELD TRIPS: Blood glusose monitoring and snacks as indicated. Easy access to sugar-free liquids, fast-acting carbo Child should not exercise if blood obscose level is B	hydrates, sræcks, and blood gluosse monitoring equipment. BELOW 70mo/dL or if GREATER THAN 390 with ketones.
MANAGEMENT OF HIGH BLOOD GLUCOSE (OVE	er 240 mg/dL)
Symptoms for this student: Increased thist, urination, appetite Treddrowsy Burred vision Warm, dy, or flushed skin Nausea/Vomiting Other: Headache or Behavioral Change	Indicate treatment choices: Super-free fixide as tolerated Check urine ketones if blood glucose over 300 mg/dl. Notify parent if urine ketones positive. May not need snack: call parent Frequent bathroom privileges See "Insulin Injections: Extra Insulin for High Blood Glucose" Other
MANAGEMENT OF LOW BLOOD GLUCOSE (belo	
Symptoms for this student: Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heartbeat Nausealoss of appetite Clarmy/swasting Barred vision Inattention/confusion Sturred speech Loss of consciouspess Seitures Cthen:	Indicate treatment choices: If souders is awake and able to swallow, give 15 grams fast-acting carbohydrate such as: 4 52. Fruit juice or non-diet soda or 3 3-4 glucose tablets or Concentrated get or tabe frosting or 8 oz. Milk or Citer Retest Blood Glucose 10-16minutes after treatment Repeat treatment until Blood Glucose over 89mg/dL. Follow treatment with snack of 15 to 20 grams of complex carbohydrates if more than 1 hour till next meal/snack or if going to activity (i.e. P.E. or resess) Coher If student is vomiting or unable to swallow, administer Glucose get or Glucagon (See below for specific directions)
If student is unconsolous or having a seizure,	IMPORTANT!! presume the student is experiencing a <u>low</u> blood glucose level and:
Call 911 Immediately and notify parents / guar	dian. (delegate this to another person while you treat glucagon or gel)
S Glucagon 4 or 1 mg IM (injection) should	be given by trained personnel * IF PROVIDED BY PARENT
administration of Glucagon by any trained	side cheek and massaged from outside while waiting for help to arrive, or during staff member at scene. maintained in this "recovery" position till fully awake.
Comments:	
	Date:
Physician/Healthcare Provider:	
LOCATION OF SUPPLIES/EQUIPMENT: To be compl	
Blood pacose lesting equipment	Insulin administration supplies: Glucose ge! Kelona teating supplies:
Fast-acting esrbohydrate:	Glucose ge: Kelone testing supplies: Shack Foods:
insulin either by injection or pump, and treatments/prod for official achors events. I have reviewed, understand i	permission to assist with or perform the administration of each prescribed medication, including address for my child during the school day. This includes when heiste is away from school properly and agree with the medication-streaments prescribed by the physician/heathcare provider on this is a change in the medication-treatment plan prior to its expiration date. Date:

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

COORDINATED STUDENT HEALTH SERVICES (754-321-1575) DIABETES EMERGENCY CARE PLAN

Date___

Student Name

Parent Guardian Name	Phone Cell Phon								
Work Phone									
Emergency Contact	Phone								
	V BLOOD SUGAR (HYPOG			· · · · · · · · · · · · · · · · · · ·					
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:		DO THE	SE;						
Change in personality behavior			···						
Paller Weak shaky/transitous	Check blood glucose level		·						
Tired drowsy Engred	Observe child until symptoms are	Device at lat		·im.abu					
Dizzy/staggering walk	If blood glucuse level below 70	ginne. Pen ner a un	cort SturbsS tel er 11: 12	ELEMENTES.					
Headache Rapid heart rate	Give one of the following sources of sugar: (15gms)								
Name Toss of appetite	4 ounces of juice or regular sods								
Claurany stresting	 4 ghmosé tabs Ghmosé get or caké fros 								
Elurred vision Insternion confusion	Recheck blood glucose 15 minutes								
Slurred appearl	Repeat above treatment if blood gl	ucose below 80 p	ng/dI_						
Loss of consciousiess	If clood glucose not above 30 mg/	dL after second t	teaument notiti. batent						
Seizure:									
	Call 911 immediately and notify	becent/Saucquar	(treat the student fit	st nith glucagon or					
	Administer Glucagon 1 mg by inje	cioa * IF PRO	IDED BY PARENT						
	(To be done by trained personnel i								
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	Characa values ha administrand	meddin elemete and v	waterand from seconds	ndata inviting for halo					
and Application for the Color	(Glucose gal can be administration of Glucogon) to arrive or during administration of Glucogon)								
•	Student should be turned on his his	r sida end inclute	high in the becomes	position till fills					
	Mars'	T TIME SELS HIMENS	mer m me remital	Townson out you's					
HIGH	BLOOD SUGAR (HYPER								
IF STUDENT EXHIBITS ANY OF THE		DO THE	ISE:						
FOLLOWING:	Check blood glucore level								
	If blood glucose above 240 mg/	dL to 300mg/d	l						
	Drink \$-16 ownces of w								
	 Use restroom as needed 								
Increased thirst, urination, appetite	 Be allowed to carry was Send adulant back to the 								
Tired drossay	If blood clucuse is below 300 sen								
Bhured vision Wann, dry, or flushed skin									
Names Coming	If blood glucuse is above 300 m	eldL ALSO:							
_	Check uring ketones If uring ketones are pres	em relimenanti	musediately. The not a	ling graveise					
	Administer insulin if or		miniculatery. Dy not a	MEN, EXCHANGE					
	If No ketones, and they		gerze ca syad bas zbie:	otomia send back to the					
	lf student exhibits nausea, vomi	n one hour.	a mailadh ann ann an an	manus Turnadiasis					
***************************************	If none of the physical syntetoms	apure are rresent	rangeut was, teams to le of semarE) contact	hatent tumosomistic.					
A copy of this plan will be kept in the school	office and copies will be given to	the school adm	inistrative staff. Teac	hers will be					
notified if a student has a plan on file in the of initiate the appropriate procedures as describe	fice. The following staff member	s have been trai	ned to deal with an a						
i and appropriate processives as describe	e eppie. Des minimises angli in Al		1						
± 3		•							
Reviewed by School Health Personnel:		<i>*</i>							
Revised 5/19/16	Name Title	Date	Name Tale	Date					

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA COORDINATED STUDENT HEALTH SERVICES Phone: 754-321-1575 Fax: (754) 321-1687 INSULIN PUMP MEDICATION/TREATMENT AUTHORIZATION							
Student's Name:			Date of Birth:	Pump Ma	ke Model		
			(59	e basic diabetes pla	n for parent phone #)		
Child Lock Cn? O Yes O No How long has the stud							
Blood Glucose Target Range:					g D Apidra		
Insulin: Carbohydrate Ratios:		,					
Student to receive insulin bolus for carbohydrate intake imm	ediately bet	cre or	niinules	before eating.	***************************************		
Lunch/Snack Boluses Pre-programmed? Yes No							
Insulin Correction Formula for Blood Glocose Over Target:							
Extra pump supplies furnished by parent guardian: Olnsulin			(1) batteries	[]dressing/tapa	Clinsulin		
Dinsulin syringes/pen	. —						
STUDENT PUMP SKILLS	NEEDS I	IELP?	JE YES TO E	E ASSISTED BY A	NO COMMENTS		
Independently count carbohydrates	Yes	No.	# (ES,) & E	IL NOSIBILD QI A	TO COMMENTS		
Give correct bolus for carbohydrates consumed	Yes	No					
Calculate and administer opmention bolus	Yes	No					
Recognize signalsymptoms of site infection Calculate and set a temporary basal rate	Yes Yes	No No		····			
Disconnect pump if needed	Yes	No No					
Reconnect pump at Infusion set	Yes	No					
Prepare reservoir and tubing	Yes	No					
Insert new infusion set	Yes	No					
Give injection with synnge or pen, if needed	Yes	No					
Troubleshoot alarms and malfunctions	Yes	No					
Re-program basal profiles it needed	Yes	Νo					
MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE	: Folloly ins	tructions ir	i basis diabetes	medicel managemer	if plan, but in addition:		
If blood glucose over target range A hours after last bolus or car		iske, siuce	nt should receive	a correction boiles of	assum using formula:		
Blood gracosa ÷ unic	s of insula						
If blood glucese over 250, check unner katomes. 1. If no ketones, give to as by pump and recheck in 2. If ketones present or IF PUMP SITE OUT/PUMP parent or healthcare provider.		TION pive	oorrection boils	as an injection imn	nediately and contact		
If two consecutive blood glucose readings over 250 (2 or more hours after first bolus given) 1. Check urina kelones 2. Give correction bolus as an injection 3. Call parent							
4. Trained student/parent to change infusion set				· · · · · · · · · · · · · · · · · · ·			
If seizure or unresponsiveness occurs: 1. Call 911 immediately (or designate another Individual to do so). 2. Treat with Giucagon (see basic Diabetes Medical Management Plan). 3. Notity parent/guardian 4. De not stop or disconnect pump.							
ADDITIONAL TIMES TO CONTACT PARENTS		-		······································			
Soreness or redness at infusion site Detachment of dressing/infusion set out of place Leakage of insulin			ection given				
Effective date of pump plan:							
Physician(Haalthoare Provider Signature:			0	ale:			
Physician/Healthcare Provider Name:							
Phone Number: Office					***************************************		
Parent's Signature:			r	Jane:			
Rowled \$60016							

(This space to be utilized for each school's logo / letterhead)

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Student. LAST	FIRST	o	w DF	DOB.	
Teacher;		Grøde:			
Contact Phone #s; (1)	(2)				
Reason for Referrel:					
White the same of				** :	· · · · · · · · · · · · · · · · · · ·
Referred to earlie by:			(Tutte)		AMPI
CLINIC USE ONLY		· · · · · · · · · · · · · · · · · · ·			
Time student extived in citate	AMPM				
Hature of Complaint:	Action Take	en:			
☐ Not feeling well	☐ Student	ladisatin chic for 20 mir.	cies or lès	<u>s</u>	
☐ Stomschache	☐ Sludent	leidissi in dinic for 20 min	wes or mo	(£	
☐ Headeche	☐ Temper	ature teken			
☐ Toolhache	C) Ice Pan	applied to affected area			
日 响哟	☐ Affecte	d area cleaned			
Cliren:	☐ Bacd a	d applied to alfected area			
	☐ Head o	hecked for:			
-	☐ Parent	Guardian Notified:		a1	AM/PM
	☐ 911 cal	iled			
	☐ Other:				
Disposition of student:					
Returned to data. Feeling better	•				
Relumed to class at parent's/gua	(dien's requesi				
Returned to class unable to contr	act parent's/guardish's				
☐ Remained in distile					
☐ Sent home ☐ Te	acher notified				
Ottos clearance regulied for calls	dio return to class				
☐ Referral was made to Health Car	a Providar				
911 Transported					
Copy of clinic pass sent home					
Other					
Student left clinic at (Time).					
Convients:					
	····				
Claic Action Hardled by.					
	v - Parent Teacher		·		<u> </u>
COMPLETED PASS TO BE FILED I		-EM) NES NEENSE THE S	행가 사로 가능	ir cours	i veri

Date		***************************************	Type yo DAILY C	er school's LINIC LO	assas hea G ACTIV	į ΠΎ·	Place a *	√" in the	ոներուհ	tinje jmycs	ŧ	
TIME	NAME (LAST ASSET)	RST: (FRADE	TEACHER	HA.SESS	INJURY	UTHER	RETURN TO CLASS	SENT	911	PARENT CALLED	OU'T	INTELALS
									ļ			
			· · · · · · · · · · · · · · · · · · ·									
					:	<u> </u>			ļ			
					:							
					· · · · · ·				<u> </u>			
											:	
												
	TOTAL	1,550, 450, 50 1,757, 465, 165,										() hijing:
Sign	iture / Initials				Signature	loitials _						1
Sign	ature / Initials	real hy the related										1

Res 9/20/36

AGREEMENT

	THIS AGREEMENT is made and entered into as of this	 day o	of	
2020.	by and between			

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CREATIVE SOLUTIONS COMPANION CARE SERVICE, "LLC" D/B/A CREATIVE SOLUTIONS IN HOME HEALTH

(hereinafter referred to as "VENDOR"), whose principal place of business is 524 Datura Street, Suite 109 West Palm Beach, Florida 33401

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-008 – Healthcare Services (hereinafter referred to as "RFP"), dated December 6, 2019, and amended by Addendum No. 1, dated January 10, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated January 22, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 <u>Term of Agreement</u>. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2020, and conclude on June 30, 2023. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

- 2.02 <u>Description of Services Provided</u>. VENDOR shall provide SBBC with the Scope of Services and Healthcare Service Requirements in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A Scope of Services and Attachment B Healthcare Service Requirements** of this Agreement.
- 2.03 <u>Priority Documents:</u> In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then; Second: Addendum No. 1, then;

Third: RFP FY21-008 – Healthcare Services

Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 Cost and Payment.

- (a) VENDOR's costs for the services it renders to SBBC under this Agreement shall be as follows:
 - 1) Registered Nurse (RN) Supervisor \$32.00/hour Thirty-Two Dollars and 00/100 Cents (\$32.00) per hour 1:10 school-based nurses 1:10 acute care medical fragile nurses Hourly rate for RN supervisor(s) includes substitutes
 - 2) RN Registered Nurse \$29.50/hour Twenty-Nine Dollars and 50/100 Cent Hourly rate for RN's includes substitutes
 - 3) LPN Licensed Practical Nurse \$27.00/hour Twenty-Seven Dollars and 00/100 Cents (\$27.00) per hour Hourly rate for LPN's includes substitutes
 - 4) RT Respiratory Therapist \$29.75/hour Twenty-Nine Dollars and 75/100 Cents (\$29.75) per hour Hourly rate for RT's includes substitutes
 - 5) Unlicensed Assistive Healthcare Personnel \$16.75/hour Sixteen Dollars and 75/100 Cents (\$16.75) per hour Hourly rate for UAHP's includes substitutes
 - Training No Cost
 Hourly rate for training SBBC staff with a maximum of 40 participants per
 session on health procedures, health conditions, validation and monitoring
 of personnel and writing healthcare plans by pediatric RNs or any other
 topic mutually agreed upon by SBBC and VENDOR.
- (b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

thirty (30) calendar days after the issuance of the same invoice. Refer to **Attachment B**, Section 1.N of this Agreement.

(c) Costs shall not exceed the total amount as stated on the Purchase Order(s). VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

2.05 SBBC Disclosure of Education Records.

- (a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:
 - 1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).
 - 2) For VENDOR to contact students' parents to discuss students' health information and history.
 - 3) For VENDOR to review health screening records and perform screenings as needed.
 - 4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.
 - 5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.
 - 6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and-intervention.
 - 7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).
 - (b) Types: SBBC shall provide VENDOR with the following education records:
 - 1) Health roster listing names of all students in the school with chronic health conditions
 - 2) Health screening records (including body mass index, vision, hearing, and scoliosis)
 - 3) Immunization records
 - 4) Parent and emergency contact information

- 5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)
- 6) Individualized Educational Plans (IEP)
- 7) Section 504 Plans
- 8) Student information for reports and other forms (as applicable):
 - i. CSHS Incident Report including health concerns (Attachment C of this Agreement);
 - ii. Diabetic Student Teaching Skills Record (Attachment D of this Agreement);
 - iii. Medically Fragile Student Monthly Medical and Insurance Status Report (Attachment E of this Agreement),
 - iv. Report of Medication Error (Attachment F of this Agreement);
 - v. Authorization for Medication/Treatment Form for administering medication (Attachment G of this Agreement); and
 - vi. Authorization for Medication/Treatment Form for authorizing treatment (Attachment H of this Agreement).
- (c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 VENDOR Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records-during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or-imposed upon SBBC arising out of a breach of this-covenant by the party, or an officer, employee, agent, representative, contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

- 2.07 HIPAA Compliance. VENDOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances, and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as Attachment I of this Agreement. PHI may be used and disclosed only in compliance with HIPAA.
- 2.08 <u>Inspection of VENDOR's Records by SBBC</u>. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.
- (a) <u>Duration of Right to Inspect</u>. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.
- (b) <u>Notice of Inspection</u>. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.
- (c) <u>Audit Site Conditions</u>. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
- (d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all-of any VENDOR's claims for payment.
- (e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the-total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

- (f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.
- (g) <u>Inspector General Audits</u>. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
- 2.09 <u>Notice</u>. When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to: Director, Coordinated Student Health Services

The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

To VENDOR: Anthony Bradford, CEO

Creative Solutions Companion Care Services, "LLC"

d/b/a Creative Solutions In Home Health

524 Datura Street, Suite 109 West Palm Beach, Florida 33401

With a Copy to: Rose Lawless, Director of Procurement

Creative Solutions Companion Care Services, "LLC"

d/b/a Creative Solutions In Home Health

524 Datura Street, Suite 109 West Palm Beach, Florida 33401

2.10 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background-screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel, providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee Agreement with Creative Solutions Companion Care Service, "LLC"

Page 7 of 104

d/b/a Creative Solutions In Home Health

imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

- 2.12 <u>Liability</u>. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as-any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- (a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

- (b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.
- 2.13 <u>Insurance Requirements</u>. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:
- (a) <u>General Liability.</u> VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) <u>Professional Liability/Errors & Omissions.</u> VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- (c) <u>Workers' Compensation.</u> VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) <u>Auto Liability.</u> VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- (e) <u>Acceptability of Insurance Carriers.</u> The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and has a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- (f) <u>Verification of Coverage</u>. Proof of the required insurance shall be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

- (g) <u>Required Conditions.</u> Liability policies shall include the following terms on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - 2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
 - 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- (h) <u>Cancellation of Insurance</u>. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.
- (i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 Nondiscrimination.

- (a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 Supplier Diversity Outreach Program.
- (b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.
- 2.15 <u>Annual Appropriation</u>. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

- 2.16 <u>Excess Funds</u>. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
- 2.17 <u>Incorporation by Reference</u>. The Attachments A through CC as attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

- 3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
- 3.03 <u>Independent Contractor</u>. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- 3.04 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise Nothing in this section shall be construed to preclude termination for convenience thereof. pursuant to Section 3.05.

- SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.
- 3.06 <u>Compliance with Laws</u>. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.07 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
- 3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.10 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.11 <u>Assignment</u>. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 3.12 <u>Captions</u>. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

- 3.13 <u>Severability</u>. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- 3.14 <u>Preparation of Agreement</u>. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.15 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.16 <u>Waiver</u>. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 3.17 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.18 <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- 3.19 <u>Agreement Administration</u>. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- 3.20 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 3.21 <u>Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of Agreement with Creative Solutions Companion Care Service, "LLC" Page 13 of 104 d/b/a Creative Solutions In Home Health

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR	t SB	BC:

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content: Jackslyn Sacy aux Adams Beason: Creative Solutions Companion Care Service, "LLC" d/b/a Creative Solutions In Hor Health - RFP FY21-008 - Healthcare Services Date: 2020.06.11 07:30:06-04'00'
	Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal) CREATIVE SOLUTIONS COMPANION CARE SERVICES, "LLC" ATTEST: D/B/A CREATIVE SOLUTIONS IN HOME HEALTH , Secretary Print Name: The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses. STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/20/2020 (date) by Hnthony Brad For (name of officer or agent, title of officer or agent) of Creative Solutions (name of corporation acknowledging), a Agent (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline) or has produced Florida Divers UC (type of identification) as identification and who did/did not first take an oath this 20 th day of , 2020. My Commission Expires: Signature - Notary Public Notary's Printed Name (SEAL)

Agreement with Creative Solutions Companion Care Service, "LLC" d/b/a Creative Solutions In Home Health

Page 15 of 104

SCOPE OF WORK

- 1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.
- 2. Medicaid Billing and Documentation VENDOR, shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
- 3. Sample Reports and Documentation VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.
- 4. **Healthcare Services for the District**: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC will not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.
- 5. Authorization of Healthcare Services: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.
- 6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
 - (a) Diabetic Student Teaching Skills Record (Refer to Attachment D of this Agreement)
 - (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to Attachment E of this Agreement)
 - (c) Monthly Quality Improvement (MQI) Report (Refer to Attachment J of this Agreement)
 - (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to Attachment K of this Agreement)
 - (e) Clinic RN Supervisory School Visit (Refer to Attachment L of this Agreement)
 - (f) Clinic Daily Data Collection Worksheet (Refer to Attachment M of this Agreement)
 - (g) Clinic Monthly Data Collection Data Collection Form (Refer to-Attachment N of this Agreement)
 - (h) Report of Medication Error (Refer to Attachment O of this Agreement)
 - (i) CSHS Incident Report (Refer to Attachment P of this Agreement)
 - (j) Monthly Summary Log (Refer to Attachment Q of this Agreement)

- 7. **Completion of Care Plans:** VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.
- 8. Contracted Agency Nurse Accountability Checklist: VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer Attachment R of this Agreement)
- 9. Staff and Child Specific Training: VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.
- 10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.
- 11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer **Attachments S and T** of this Agreement)
- 12. **Professional Development of Agency's Staff:** VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.
- 13. **RN Supervision Ratio:** VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.
- 14. **Healthcare Staffing Coverage**: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.
- 15. Required Nursing Activities: VENDOR shall provide the required nursing activities as designated in Attachment U of this Agreement.
- 16. **Director of Nursing and Nursing Supervisors:** VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.
- 17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

- 18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.
- 19. Written Notification: VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.
- 20. **Registered Nurse:** VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.
- 21. Communication Process: All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.
- 22. **Federal and State Mandated Requirements**. It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.
- 23. **Introduction**. VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.
- 24. School Health Services Plan: VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer Attachment V of this Agreement)
- 25. **Pediatric Healthcare Professional:** VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
- 26. Services: VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
 - (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - (b) Administering medication
 - (c) AED/CPR/First Aid
 - (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
 - (e) Nebulizer treatments

(f) Catheterization

ATTACHMENT A

- (g) Changing dressings
- (h) G-Tube feeding
- (i) Tracheotomy care
- (j) Suctioning
- (k) Caring for ventilator-dependent children
- (l) Training SBBC staff on various health procedures
- (m) Administration of oxygen
- (n) Case management of students with healthcare conditions
- (o) Development of Individual Student Health Care Plans and Emergency Care Plans
- (p) Meet State requirements of the School Health Plan
- (q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
- (r) Adhere to all SBBC Policies and Procedures for Healthcare Services
- (s) Comply with all State and SBBC Core Health Services requirements

[THIS SPACE INTENTIONALLY LEFT BLANK]

HEALTHCARE SERVICE REQUIREMENTS

1. HEALTHCARE PERSONNEL & GENERAL INFORMATION

A. Licensed Personnel: VENDOR shall provide RNs, LPNs, and RTs who are professionally and currently licensed in compliance with Florida law(s). If VENDOR is providing RNs, LPNs, and RTs with an expired license (or suspended license and/or certification), it shall result in default of contract.

VENDOR shall maintain copies of any licensure and certification prior to placement of service and shall provide copies of this licensure/certification to SBBC upon request. VENDOR shall provide healthcare services consistent with a professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

- B. Unlicensed Assistive Personnel: VENDOR shall provide unlicensed assistive personnel who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. Authorization of Medication/Treatment: An Authorization for Medication/Treatment Form, signed by a physician, is required for the healthcare personnel to provide student-specific medications, treatments, and procedures. This form can be obtained through SBBC, Coordinated Student Health Services (CSHS) Department website.
- D. Medicaid Provider and Billing: VENDOR shall bill Medicaid directly for services provided to medically fragile students and Medicaid eligible. VENDOR shall get prior authorization from Medicaid for medically fragile students to which they are assigned. Medicaid letter of approval or letters showing that the agency is requesting Medicaid approval for school nursing services is to be submitted to the Exceptional Student Learning Support (ESLS) Department.
- E. Reports and Documentation: VENDOR shall comply with SBBC procedures for documentation. VENDOR shall prepare time logs, reports, and other written memoranda in the form and manner deemed appropriate by SBBC. VENDOR's personnel, under this contract, shall follow procedures for completing required documentation for student attendance, student progress, and reporting to parents, reimbursement for Medicaid funding, and other procedures as required by-SBBC. VENDOR shall complete Monthly Health Data-Reports for assigned and medically fragile students and submit to CSHS by the required date. These records may include but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.

- F. Healthcare Supervision: VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
 - For the RN/HST program, VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - ii. VENDOR staff working in the School Health Room, on-site school classrooms, and medically fragile students, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. Interviewing Healthcare Personnel: SBBC reserves the right to interview RNs, LPNs, RTs, and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any person prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) shall be replaced within thirty-six (36) hours of the request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. **Replacement Personnel**: Replacement personnel (substitutes or long-term) shall have credentials equivalent to the individual whom they replace, and their credentials shall be maintained by VENDOR.
- I. Identification/Attire/Cell Phones: It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g., RN, LPN, HST on their person at all times and before assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes shall be close-toed. Personal cell phones are to be used for emergencies only. No excessive jewelry, i.e. large earrings, a large necklace, multiple bracelets and rings, and no hats.
- J. Attendance/Punctuality: All healthcare personnel are to call their agency as soon as they know that they shall not be available for a scheduled shift or shall be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system at the location.

- K. Changes in Services: VENDOR shall provide SBBC with all changes in services in writing to CSHS. VENDOR shall provide SBBC a minimum of twenty (20) calendar days' notice of any reduction and/or changes in the number of services.
- L. SBBC's School Day Calendar: VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: www.browardschools.com.
- M. Open Purchase Orders: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.
- N. Billing Instructions, Time Keeping, and Payment of Invoices: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311. ESLS shall submit the approved invoices for payment to the Accounts Payable Department. DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT. Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in Attachment W of this Agreement.
 - i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. (Refer to Attachment A, #2 of this Agreement)
 - ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment X** of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

- iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in **Attachment Y** of this Agreement.
- iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.
- v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.
- vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.
- vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

2. HEALTHCARE DOCUMENTATION

VENDOR is required to document healthcare and services on approved SBBC forms or electronic media. These forms of electronic media may be updated or modified at any time and additional forms added at any time by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website: http://www.browardhealthservices.com/forms/ or contact CSHS directly for a copy of the form. It is VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.

- A. Authorization of Medication/Treatment: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer Attachments G & H of this Agreement)
- B. Student Medication Log: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer Attachment Z of this Agreement)
- C. Diabetes Authorization of Medication/Treatment: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer Attachment AA of this Agreement)
- D. Daily Diabetic Log: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.
- E. Healthcare Notes: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F. Student Healthcare-Plan: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

student care plan shall be provided by the principal/designee. The EHP is to be reviewed with school staff by the VENDOR's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.

- G. Student Clinic Pass: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer Attachment BB of this Agreement)
- H. Daily Clinic Log: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer Attachment CC of this Agreement)
- I. Monthly Summary Log and Data Collection Forms: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.

3. Healthcare Duties and Service - Direct Healthcare Provider to Student Ratio

A. Roles and Responsibilities. VENDOR shall ensure that their employees providing one-to-one care to a student are oriented to SBBC's policies and procedures. Any questions regarding these policies should be directed to the VENDOR's supervisor or school administrator.

The following is a list of key responsibilities for healthcare personnel providing direct care to students. This list is not all-inclusive of all responsibilities required.

- i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to recordarrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.
- ii. Remain-with the student throughout the school-day and render care as ordered by the Physician. Notify-CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.

- iii. Nurses assigned to medically fragile students shall have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.
 - (a) <u>Section 1</u>: Physician's Medical Orders Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
 - (b) <u>Section 2</u>: Medication and Procedure log documentation in the school setting.
 - (c) <u>Section 3</u>: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
 - (d) Section 4: Training/Licensure documents of the nurse.
 - (e) Section 5: Documentation of training to school staff.
 - (f) Section 6: Supervisor visit documentation
- B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.
- C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.
- D. Meet the student's personal care and needs.
- E. Assist the student in accessing/completing tasks at school as needed.
- F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.
- G. If there is an emergency situation with another student in the school, school-personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).
- H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the

student arrives home. The healthcare personnel shall not enter the student's home.

- I Each student should have a folder or binder in the student's classroom. There should be a copy of the student's current doctor's order(s) and the healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
- J. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
- K. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
- L. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel shall tell the teacher in the classroom that he/she shall take a restroom break. If there is a restroom in the classroom, it shall be utilized.



Coordinated Student Health Services Marcia Bynoe, Director

CSHS Incident Report

Date:	Time:
Student:	
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	

Outcome:	
Plan for follow-up: yes/no	
Signature & Title:	
Reviewed by Coordinated Student Health Services on: 7/2015	

À	TT	Á	CTI	n.a	7	TT	\mathbf{n}
А	11	А	• н	· VI	н.	V I	11

Month/Year:	
Agency:	

Diabetic Student Teaching Skills Record

tudent Name:		***************************************		
chool:				
rade:	_			
arent/Guardian:_		***************************************		
hone Number:				
earning Barriers:	YesNo	(If yes, check all that a	ppły below)	
ge	Emotio	nal/Psychosocial	Lifestyle change	
ge anguage	Motiva	tion	ESE	
inancial issues	Altered	Family Process	Other	
earning Disability_	Ineffec	tive coping		
tudent Check	dist			
		Nurse	Student	
Teaching Content		Demonstration	Demonstration	Completion
	Date	Date	Date	Date
Diabetes:				
Diaperes: Disease Process				
Disease Process	-			
Hyperglycemia				
Hypoglycemia				
731 3 611				
Blood Glucose:	}			
How to test			***************************************	
Blood Glucose:				
When to test				
Physical				
Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				PAGE 1
Comments:				A A A A A A A A A A A A A A A A A A A
Nurse Name (Print)	E			

5/18/12

COORDINATED STUDENT HEALTH SERVICES Medically Fragile Student Monthly Medical and Insurance Status Report

Date:	Reported Month:	Grade: _	
Student Name:	School	l Attending:	
Total Days absent for the mon	Student Absend	<u>ces</u>	
Reasons for absences: Check :	all that apply and give number of days		
∐liness/Days ☐Hos	pitalization/Days CAppointme	nts/Days Dursing issues	:/Days
□Other:			
	Nursing Agen	<u>CY</u>	
Nursing Agency Assigned:			
Nurses Assigned (Name/Title	s):		
Have there been nurse changes	? □No □Yes(If yes provide	explanation below):	
	Insurance Inform		
Any insurance/payment concerns			
	Medical Statu	<u>15</u>	
Change in medical status: [No Lifes (Ifyes, please explain belo	ow and attached the requested inf	ormation): Fo
changes in medical status ples Plans.	se attach a current Authorization for M	edication and/or Treatment form	
Agency RN Printed Name		Signature	Date
CSHS Review/Comments;			
CSHS Nurse		Date	

Report of Medication Error

Name of School:		
Name of Student:		-MAAAAAAAAAAAAAAAAAA
Birth Date:		
Date and time of error:		
Name of person administering medication:		
Name of medication and dosage prescribed:		
Describe circumstances leading to error:		
ABBATTER ST. 17 J. COMMISSION OF PROPERTY AND THE PROPERTY AND THE ST. 18 J. CO. 18 J.		
Type of error:		and the second s
Describe action taken:	A 7 m of 1000 has manufactures that the College Colleg	
Persons notified of error:		
<u>Name</u>	<u>Date</u>	Time
Principal:	derklassinski delmansky militar (1995 – 1995), sa se	
Parent:	**************************************	
Physician:		
Health Education Services:		mentana managamentan mentang diangkan mentang diangkan kelabah
Office	etakkannagah dimuntuh kuya majam SSA di diah madi 1925 kada bilip 194, 1959/1955 SSA	
Signature (person completing incident report):		
Follow-up information if applicable:	many arp pantage and a second and	
Original - Principal/Comulative Health Folder Copy - School Norse Copy - Health Education Services		mantaka nasiriahka menerikan yakida diperiolohia (AAA-10-10 Medistruk Aresimana).
клиру в гизин изписанов зегуюсь		
Source: "Guidelines for In-servicing Non-Medical Personnel on Maryland.	Medication Procedure	ек." БИМИ,

Administering Medication

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1490 NW 14 Court, Fort Lauderdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

Student's Name:		Date	of Birth;	Grade:		
School Name and Phone #:			Date of Birth; Grade: Fax#:			
Allergies:		· · · · · · · · · · · · · · · · · · ·				
Diagnosis:						
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS		
				ed for this student; e.g. allergy triggers,		
There are no extraordinar 911 arrives, is this	y emergency medic adequate for	al services available student survival	at school. Since	only CPR and first aid are available until ES [] NO, IF "NO", specify:		
Physician's Name (Printer	1)	1-1-0-for-000-0-000000	Physician's Sign	attire		
2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		• • • • • • • • • • • • • • • • • • • •	Physician's Tele	phone & Fax Numbers		
Physician's Office Addres	\$		Date Completed			
This information will be obtaine	PARENT	ct Personnel FAL PERMISSION STED BY THE STUD				
Student's Name:	***************************************	Date of Bir	th:	Grade:		
during the school day, inch by his her physicien to self-	iding when he/she is administer their med om school property t	away from school pro ication(s), I grant pem or official school ever	perty for official s nission for my child ats. In the event th	tration of each medication to or for my child chool events. If my child has been authorized to self-administer their medication at school at my child is unable to self-administer their the prescribed medication.		
NOTE: • Medications must be labeled containers, pro • School personnel may • It is your responsibility	viding one for home : administer only medi	and one for school. cations authorized by:	a physician.	ride the medication into two completely		
Parent Guardian Name (Pr.	inted)	Signatu	re of Parent / Guar	dian		
Date Signed		Contac	t Phone Number	de la		
Form #2240 Rev. 12/19						

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 31311 AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name:	, 1 C A 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C	Grade:		10
Date of Birth:	***************************************			
Diagnosis:		Allergies:		
TREATMENTS DURI Trestment Plan:	NG SCHOOL HOURS			
PROCEDURE		MEDS/FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	O G-Tube O I-Tube O NG-Tube OSpecial	2		
Suctioning	☐ Oropharyax			
	O Tracheoriomy D Deep			
Tracheostomy	Tube Replacement			
	☐ Care (Cleaning)			
CPT			HERVESTED BUTTLE TO THE PROPERTY OF THE PERSON NAMED OF THE PERSON	
Oxygen Affitting				
Ventilator				
Nebulizer Tx				
Palze Oximeter		emergency care? YES		sdžįntėryksi į
		nent:		ggers, diabetic
reactions, etc.):				<u> </u>
	a an analyza wasanaana karaina	es available at school. Since only C	PP and first aid are	availahla unti
911 arrives, is this ade Physician's Name (Pri Physician's Telephone Physician's Office Add	equate for student survival? [] \) nted) & Fax Number	ES INO, IF "NO", specify: Physician's Signature Date Completed:		
		RMISSION FOR TREATMENT	DESEAND	
Can Annate Winner	(10 BE COVALTETED B.)	THE STUDENT'S PARENT / GUA	MARALY]	
child during the school authorized by his her pli at school and when they their treatment, I give p	is / her dezignee the permission to day, including when he'she is an systician to self-administer their me are away from school property for ermission for the principal/designe ster only treatments authorized !	Date of Birth: Gra assist or perform the administration of a any from school property for official dication(s), I grant permission for my cl official school events. In the event that the to perform the administration of the p by a physician. It is your responsibility	sach treatment/proced school events. If my hild to self-administer my child is unable to mescribed treatment.	child has bees their treatmess self-administer NOTE: schoo
Parent / Guardian Name	e (Printed)	Signature of Parent / Gua	erdien	
Date Signed	Contact Number			

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into as of this	day of
, 2020 the "Effective Date"), by and between	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC" or "Covered Entity"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CREATIVE SOLUTIONS COMPANION CARE SERVICE, "LLC" D/B/A CREATIVE SOLUTIONS IN HOME HEALTH

(hereinafter referred to as "Business Associate"), whose principal place of business is 524 Datura Street, Suite 109 West Palm Beach, Florida 33401

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("PHI") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - RECITALS

- 1. <u>Definitions</u>. When used in this Agreement and capitalized, the following terms have the following meanings:
 - (a) "Breach" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 - RECITALS

- (b) "Business Associate" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
- (c) "Designated Record Set" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "*EDI Rule*" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "Electronic PHT" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.
- (f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- (g) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (h) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (i) "Minimum Necessary" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) "Omnibus Rule" means the HIPAA Omnibus Rule of 2013.
- (k) "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
- (l) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (m) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "Security Rule" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 - SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act_or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 - SPECIAL CONDITIONS

3. Permitted Uses and Disclosures of PHI by "Business Associate".

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

ARTICLE 2 – SPECIAL CONDITIONS

- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. Amendment.

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) Termination for Cause by SBBC. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

ARTICLE 2 - SPECIAL CONDITIONS

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) <u>By SBBC</u>: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. No Waiver of Sovereign Immunity.

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

20. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Director, Coordinated Student Health Services The School Board of Broward County, Florida

1400 NW 14th Court

Fort Lauderdale, Florida 33311

Privacy Officer

Risk Management Department

The School Board of Broward County, Florida

600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301

To Business Associate:

Anthony Bradford, CEO

Creative Solutions Companion Care Services, "LLC"

d/b/a Creative Solutions In Home Health

524 Datura Street, Suite 109 West Palm Beach, Florida 33401

With a Copy to:

Rose Lawless, Director of Procurement

Creative Solutions Companion Care Services, "LLC"

d/b/a Creative Solutions In Home Health

524 Datura Street, Suite 109 West Palm Beach, Florida 33401

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

27. Regulatory References.

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. <u>Governing Law.</u>

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ATTACHMENT I

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

	FOR SBBC:	
(Corporate Seal)	THE SCHOOL BOARD OF BI COUNTY, FLORIDA	ROWARD
ATTEST:	By Donna P. Korn, Chair	
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Jackelyn Sacques Apdams	Control to the state of the tension of the control to the control
	Office of the General Counsel	

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

CREATIVE SOLUTIONS COMPANION CARE SERVICES, "LLC" D/B/A CREATIVE SOLUTIONS IN HOME HEALTH Print/Name and Title The Following Notarization is Required for this Agreement Florida STATE OF Palm Beach COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/20/2020 (date) by Anthony Blad Ford (name of officer or agent, title of officer or agent) of Creative Solutions (name of corporation acknowledging), a (state or place of incorporation) corporation on behalf of the corporation. He/she is personally known to me (underline) or has produced Floridg Divers Lic (type of identification) as identification and who did/did not first take an oath this 20 today of , 2020. My Commission Expires: Signature - Notary Public (SEAL) 9G138 795 Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and (Business Associate). Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement. Description of the breach: Date or date range of the breach: Date of the discovery of the breach: Number of individuals affected by the breach: The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: Contact information to ask questions or learn additional information: Name: Email Address: Phone Number:

Monthly Quality Improvement Report Broward County Public Schools Coordinated Student Health Services

nool: Date:				
Agency/SBBC:Nur	'se:			
Health Room Person RN:LPN:	No. of Hours	/Day:		
Administrative Issues		Yes	No	N/A
Standardized health room log used (no notes or individually in	lentifiable health			
information				
Health treatment protocols for management of chronic and co	mplex conditions and			
emergency procedures are readily available				
Administrative protocols and references are available				
Policy for reporting and documenting medical errors is availal	ole			
Core Monitoring posters located in office and clinic				
Medication Administration (s. 1006.062, F.S.; Ch. 64B9-14	, F.A.C.)	Yes	No	N/A
School District Medication Policy available onsite				
2-Unlicensed Assistive Personnel (UAP) are designated by s				
 Training of UAP documented/posted (every 2 years) 				
 Periodic monitoring of UAP documented 				
 Names of trained UAP are in the Clinic Communicate 				
Parental permission (signature) on file for each medication a	authorization form			
Documentation of counting medication (initial & refills) who	en received			
Medications stored in original container with original pharm	acy label, not expired			
Medications stored in locked cabinet or locked in refrigerato	r (or lock box)			
OTC medication labeled with students name, not expired				
Expired medications stored in labeled container in separate lo	ocked cabinet		-	
Parent/Risk Management notified of expired Medication, not	removed by parent			
Individualized student medication record in use				
Procedure to identify no-show students				
Medication received match the medication listed on the Physi	cian Authorization			
Form?				
When receiving new M.D. orders are the previous orders disc	ontinued?			
Scheduled medications given within the correct time frame?				
Emergency Preparedness (CH 64F-6.004, F.A.C.)		Yes	No -	N/A
Student emergency health information records are readily ava	ilable to staff			
Procedure to report accidents and injuries in use				
Current CPR/First Aid/AED certification (health room staff &	ż 2 additional school			
staff) and current certification copies available.				
Names/phone numbers of persons certified in CPR/First Aid/	AED posted on 911			
emergency poster throughout the school				
First and supplies and emergency equipment available, and no				
Health Guidelines, Section IV, Chapter 21 for recommendation				
AED unit is properly maintained with documentation bi-week				
Documentation that Blood Borne Pathogens DVD has been vi	ewed by staff			

Health Room	Yes	No	N/A
An area is designated as the health room and maintained in an orderly fashion			
Passes are utilized to document care given in clinic			
Completed passes are stored in a locked cabinet/drawer			
Clinic logs are utilized to record students visit to the clinic (no identifiable health			
information)			
All students' records are kept in a locked file cabinet or other secure place			
Nurse is able to observe students while in health room			
Biohazard infectious waste bag (red bag)			
Refrigerator thermometer present			
Refrigerator temperature log documentation (if refrigerated medications present)			
Chronic Health	Yes	No	N/A
Current Health Roster available			
Health Roster Tracking form completed			
Care Plans developed and signed by R.N.			
EAP signed and distributed to teachers			
Medication trainings for school staff completed			
Screenings	Yes	No	N/A
System in place to track failed health screenings			
Nurse participates in Follow up process			
Heiken Vision referrals sent to parents of students who failed vision two times			
Immunizations	· Yes	No	N/A
Immunization Compliance list available			
Nurse/HST collaborates with school IMT regarding students who are out of			
compliance (sending out letters)			
Trainings	Yes	No	N/A
Identify students who have current Epi-Pen, Glucagon or Diastat Medication			
Authorization on file in clinic			
Emergency Plan of care in place for Epi-Pen, Glucagon, and Diastat			
Monthly health education for the school			

Comments:				
Clinic Reviewed By (Please Print):				
Signature:	GRN	□LPN	□ Nursing Supervisor	□ CSHS

Rev113016



Coordinated Student Health Services Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI CHECKLIST

SUPERVISOR NAME:	DATE:		
Nurse' Name:	Agency	r.	
Nurse Presentation	YES	NO	F/U
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment:			
Stethoscope			
Pen light			
Scissors		Į	
Pulse Oximeter			
Blood Pressure Cuff			
Student's Medical Equipment			
Has all needed medical equipment as listed on the			
Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization			
for Medication/Treatment form			
Medications are in the original containers with			
pharmacy labels containing the student's name,			
medication, dosage, route, and frequency			
Medication is in a locked container or secured in			
nurse's possession			
Medication expiration dates are noted in			
documentation			
Student's-Chart/Binder:			
School Information: Release of Information			-
Code Blue Procedure is documented in binder at			
assigned school			
School Information Sheet			

ATTACHMENT K

RN name/Signature	Date	
Date of expected correction(s)(2 weeks maximum):		_
(Use lined page for further documentation)		
		<u>—</u>
Plan for above deficiencies:		
their education		
IEP reflects how students medical status impacts		
School:	•	
· · · · · · · · · · · · · · · · · · ·		
errors noted		
Supervisor's visit reflects corrective action plan of		
Supervisor visits are up to date		
Supervisory visits		
I hysical assessment is completed dairy		
Physical assessment is completed daily		
diagnoses		
Nursing documentation is up to date Documentation reflects all student's medical		
Documentation		
Care plans are present and reflect all diagnoses		
Accident Reporting Procedure		
medical errors		
Policy for medication administration, reporting		
	T	

Clinic RN Supervisory School Visit

Date:	Agency:
RN/LPN/HST:	Supervisor:
Notes:	
SKILLS REVIEW	CLINIC REVIEW
Glucose Monitoring	Quality Improvement Form
Glucagon Administration	Consultation with school staff
Insulin Administration	504 Meetings
Insulin Syringa	IEP Meetings
Insulin Pen	Child specific training
Insulin Pump	Health Education class
Carbohydrate Counting	
Nebulizer	
ЕргРеп	
Diastat	
Medication Administration	Other:

Other:



Coordinated Student Health Services Marcis Byaoe, Director

Clinic Daily Data Collection Worksheet

Name:		Agency:		Nionth:
Type of S	Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504				
IEP				
General Edi	ucation			
Total				
	Data		Totals	
	Nursing Assessments			Heli and section and section (
	Care Plans Completed			
	Trainings Provided			
	Health Screenings for .	Absent Students		
	Health Screening Follo			
	Health Screening Fond	w -up		
	Students Returned to (Jiass		
	Students Sent Home			
	BYZ XX D			
	911 Calls			1



Coordinated Student Health Services Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

Name:		Agencys		Month:
Туре о	of Student Visits to Clinic	Total Visitz	Total Time of Care	Total Meetings Attended
504) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		
IEP				
General I	Education			
	Dai	3)	Totals	
	Nursing Assessments			<u> </u>
	Care Plans Completes			
	Trainings Provided			
	Health Screenings for	Absent Students		

Health Screening Follow-up
Students Returned to Class

Students Sent Home

911 Calls

Report of Medication Error

Name of School:			
Name of Student:			
Birth Dates		INTERNACION NO PRESENTA DE LA COMPANSION DE	
Date and time of error	5 	re-skepterson.	W/28/30/00/00/00/00/00/00/00/00/00/00/00/00/
Name of person admin	istering medication:		
Name of medication an	d dosage prescribed:	00000 (Co. 277 / Co. 277)	**************************************
Describe circumstance:		44 supplement of the control of the	n parameter a company de projetique de la company de l La company de la company d
Type of error:	eri e e e e e e e e e e e e e e e e e e	s symmetris de la consider a marinary e de consideración mayor my marinar de simulativa de hillóglicha de la cili 200	
Describe action taken:		dikas var vi va mure en	um e de mais de de desimo de la distribuida de de de de de la la companya de la cidad de de de de de de de de d
Persons notified of erro		manumana nina saasalah dhalalana ay ya n e salahiri sa salahiri di 2000 CC PE	1974 i Sandrich v. 2004 i Stratter d. 2015 i State valle dels Services except
	Name	Date	Time
Principal:		ilania wia managanya managanya ka	e manere e se se en en el festion de se entidas se transcente entidas de festion en
Parent:			
Physician:			oy gog gog gog gang program was promise and a summaries which is made a security of a second
Health Education Serv	icust	San shi anning to the most distribution of the state of t	tone transmission to the second se
Other:		ngangaran di didikan galamatan di didikan di	<u></u>
Signature (person com	pleting incident repor	•	
Follow-up information	if applicable:	amo amin'ny avo	Maria de esta de la compansión de la compa
Original - Principal/Cumu Copy - School Nurse Copy - Health Education S			
Source: "Guldelines for In-ser		tone was the control of the	olo W Wellker
Maryland.	ARTERS LAND STABLES LANDSHIP	on transcount Crossint	em, assistes



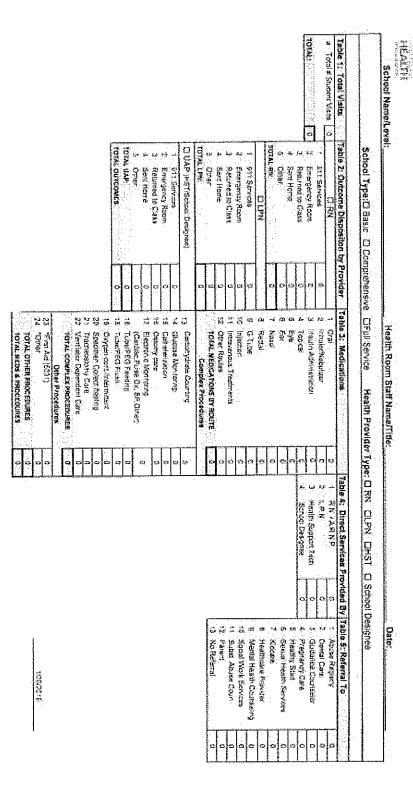
Coordinated Student Health Services Marcia Bynoe, Director

CSHS Incident Report

Date:	Time:
Student:	
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	

Outcome:	
Plan for follow-up: yes/no	
Signature & T	Title:
Reviewed by Coordinated Student Health Services 7/2015	091

Monthly Summary Log



Broward County Public Schools Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME:	DATE:
SCHOOL:	
NURSING SUPERVISOR:	
NURSE:	

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SCHOOL HEALTH ROOM Basic First Aid List First Aid Emergency Kit CPR/AED Trained Personnel AED Readiness/Inventory Log			
DOCUMENTATION Maintains confidentiality (FERPA) Clinic logs and passes Student's medication log Individual Health Care Plans Emergency Care Plans Quarterly QI Checklist 504 students			
COMMUNICABLE DISEASE Guidelines for Communicable Disease Control In Schools Reportable Disease/Conditions in Florida BCPS Infection Control Guidelines			

Contracted Agency Nurses Accountability Checklist

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
CHILD ABUSE AND NEGLECT Recognizing Child Abuse Reporting Child Abuse			
HEALTH RESOURCES Community Health Resources Parent Guide			
ANAPHYLAXIS Administration of Epinephrine Auto Injector Caregiver Epi-Pen Kit List			
ASTHMA • Metered Dose Inhaler Administration • Nebulizer Administration			
DIABETES Blood Glucose Monitoring Ketone Testing Carbohydrate Counting Insulin Injection via Pen or Syringe Insulin Pump Procedures Diabetic student Teaching Skills Record			
CORE HEALTH REQUIREMENTS Emergency Preparedness Medication Administration Health Room Health Screenings Immunization Compliance Universal Precautions			

Contracted Agency Nurses Accountability Checklist

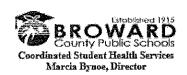
PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SEIZURES Diastat Administration Caregivers Diastat Kit List Seizure Log			
HEALTH ROSTER Identifying Students with chronic Health issues Developing a Plan of \Care			

Corrective Action Plan needed	YES	NO	
Comments:			
Agency Supervisor Signature:		DATE:	
Agency Nuise Signature:		DATE:	
District Chronic Health Nurse Comm	aents		
Signature:		Date:	



Corrective Action Plan

School	Agency		Date
Description of Corrective Action:			
Corrective Action Taken:			
Evidence of Completion of the Correct	ive Action:		
Ph. J. J. S. N. J. T.			Date of Completion:
Title Role of Responsible Persons:			Date of Completion:
mployee Name/Title		Employee Signature/Da	te
Supervisor Name/Title		Supervisor Signature/D	ate
	ne t day lek 200	•	
teviewed by Coordinated S	tudent Health Ser	vices:	
lame/Title		Signature/Date	



Request for Corrective Action Plan

Date:	Times	
School:	Agency:	
Employee Name/Title:		
Issues found upon clinic audit:		
		
		, , , , , , , , , , , , , , , , , , ,
	this request and submit a corrective action plan to Coord	linated Student
Signature & Title:		

Coordinated Student Health Services Nursing Activities

Activity	Description
Grade Level Screenings	Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance. * Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6th grades and new to state in grades k through 5th. * Growth and development screenings are required for students in 1st, 3rd, 6th, and 9th grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. * District Health Techs conduct vision, BMI and hearing
	screenings.
Pediculosis	Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review .	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services Nursing Activities

Activity	Description
First Ald or CPR	The provision of First Ald and/or Cardio Pulmonary Resuscitation (CPR) should include an evaluation of the student's condition, the administration of First Ald and/or CPR, and documentation in the student's health record. Contracted Agency personnel should be currently certified by nationally recognized, certifying agencies in the administration of first aid and CPR.
Complex Medical Procedures	Provision of health-related services required by the student to function in the school setting. Complex medical procedures include but are not limited to: cardiac monitoring, carbohydrate counting, glucose monitoring, oxygen therapy, specimen (urine or blood) collection or testing, nebulizer treatment, and intervention through administration of emergency medications.
Immunization Follow-up	Review and/or follow-up of student Florida Certificates of Immunization to verify that age-appropriate immunization requirements are current and documented. Students' immunization status must be periodically reviewed to ascertain if the student is age-appropriately immunized. Targeted groups include, at a minimum: 1) Newly enrolled students in State; and 2) Students in kindergarten and 7th grade.
School Health Staff Consultation	Coordinate health services with other school activities and advise and/or assist school personnel, parents/guardians and other health care providers in health related matters.
Family Engagement	ensure participant's families have the opportunity to be actively engaged with the school health program; and provide regular, ongoing communication to parents and caregivers about the program and their child's health status.
Individualized Health Care Plan (IHP)	Development, review, or revision of individualized student health care plans (IHP) by a registered nurse for students with chronic or acute health problems. These students may need specific individualized health-related services to maintain their health status, stay in school, and optimize their educational opportunities, as identified by school health staff. The written IHP must be followed to provide services in a safe and efficient manner.
Emergency Care Plan (ECP)	The Emergency Care Plan (ECP) is a component of the IHP. All students who have a life threatening condition or chronic condition that may result in complications causing serious life altering or life threatening events should have an ECP. The plan should always include emergency contact information, the medical diagnosis and nursing plan of care, individual student information such as medications, goals, and who is delegated, trained and authorized to provide care in the absence of the nurse. The ECP should be easy for unlicensed assistive personnel (UAP) or school staff persons to understand and follow. It should be written so that laypersons can follow student-specific emergency procedures in case of an emergency.
Health Education	Provide ongoing health education for students and parents on various health topics related to school health.

Coordinated Student Health Services Nursing Activities

Activity	Description
Oral Health Services	Provide oral health education in collaboration with community partners. Make referrals for further evaluation when appropriate.
Child-Specific Training	A planned education session with one or more participants, conducted by Contracted Agency personnel, to provide child-specific training to school personnel performing child-specific health-related services as specified in the student's IHP & ECP.
Chronic Disease Management	Provide education, management and support of students with chronic conditions. This includes objective assessment and monitoring; review of student health history and parent report in order to assess the characteristics and severity of the condition and to ensure adequate control is achieved and maintained.

11/16



AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

P.V. S	MEETING DATE	2016-10	-02 10:05 - School Bog	ard Operational Meeting	Special Order Request
TEM No.:					C Yes ① No
F-1.	AGENDA ITEM	ITEMS			- Time
	CATEGORY	p	CE OF ACADEMICS		A A A A A A A A A A A A A A A A A A A
	DEPARTMENT	Coordina	ated Student Health Se	avices	Open Agenda O Yes O No
TITLE:					
School Heelih Servica	rs Plan 2018-2020				
REQUESTED AC	mon.				The state of the s
		ove the attac	hed 2018-2020 School Fleat	on Services Plan, which describes the	school heash services to be provided
to students.	•			·	
. •					
SUMMARY EXP	B DIA NOITANA	ACKGRO	UND:	**************************************	**************************************
- TO THE RESERVE OF THE PERSON NAMED AND ADDRESS OF THE PERSON			CATAON CATAON CONTRACTOR AND CONTRAC	is and looking the tained books with this	th advisory committee is School
lealth Services Plan	This plan describes the	services lo l	be provided, the responsibilit	y lot the provision of the mandated by	raith services in all public schools and
avidence of cooperati	o planning by The Scle	col Board of	Broward County and the Flor	rkta Department of Heath, as required	t by statute.
	for continuation of Sum		elion end Background.		•
uis bisu will be exed	Jed alter School Beard	តព្រះលុមនៅ,			
	THE RESERVE THE PROPERTY OF TH				
SCHOOL BOAR	GOALS:				
O Goal 1: H	igh Quality Instru	ction 🕑	Goal 2: Continuous	Improvement (Goal 3:	Effective Communication
INANCIAL IMPA	ICT:	***************************************	- Itanian da de la companya de la co		A CONTRACT OF THE PROPERTY OF
there is no linancial #	react to the District				Harris and the same of the sam
(A)	· ·		· · · · · · · · · · · · · · · · · · ·		
EXHIBITS: (List)					
	nation and Backgrou	nd School I	rleath Services Plan 2018	8-2020 (2) School Health Service	s Plan 2018-2020 (3) Previous
ARF F-2					**************************************
			SOURCE OF ADDITIO	MINE INCODUATION	The second secon
BOARD ACTION		· ·	and the section of the		1 1
APPR	OVEU		Name: Michaelle Val	brun-Pope, Chief Slu Sup Init	Phone: 754-321-1660
(For Official School	Board Rooping Office Con-	ň	Name: Marcia Byrice	e, Director	Phone: 754-321-1575
ГНЕ ВСНООТ	BOARD OF BR	ROWARI	COUNTY, FLORI	DA Approved In Open	OCT 0 2 2018
<u>Senior Leader &</u> Michaello Valhou	Title Pone Chief Stud	iant Sunne	ort Initiatives Officer	Board Meeting On:	001 6 1 221
MISCHINGIO A CHOICH	Lt ohe - guier com	ieist Gülük	AL HARIOWES OMCCI	By:/	I pres lupul
Sionalure			74(. 1	School Board Chair
	Mickey Valbru	ın-Pope.			وريقوده ويسم فسه فسه مكسم يبشي يدهمون
T	9/13/2018, 12:	11:09 PM	1		
Jectionic Signature	2 PB/B/18/18/7 -		Vigogram respectively.		
Form #4189 Revise					

F-1. Continuation of School Health Services Plan 2018-2020

Continuation of Summary Explanation and Background

Chapter 64F-6,002 Florida Administrative Code (FAC) requires the plan to be completed on a two-year cycle. The previous plan 2016-2018 was approved by the Board on October 5, 2016. The State School Health Program conducts an annual audit with the Florida Department of Health and the District to review the provision of the School Health Program services. Recent audit conducted in April 2018 reflected the District met all standards. This plan is a collaboration with all healthcare entities to facilitate the provision of the mandated health services in the District public schools.



Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.

2018 - 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

1 031(14)	tentile our righter	vare
land Banks of Asillands	Paula Thag; MD	
Local Department of Health Administrator / Director	PT 1000 M	10-26-18
	Signolure (Dote 10
	Barbara Bateman	
Local Department of Health Nursing Director	Frinted Name	o lestes
makin dan	Darbard Kotoma	10 /18/18
	maurein O'Keiffe	10/18/18
Local Department of Health School Health Coordinator	Printed Name	11.9 1.8
	Canala D'Luffe	0 (8 / 1)
	NORA Rupzei	10/2/18
School Board Chair Person	Morriage Kone Quests	11-11-
	Signature 1	10/8 / / 8
	Kobert W. Kunche	
School District Superintendent	Long To wine	it latio
	Signoture	10/2/18
	Manaj Stral	11/1/2
School District School Health Coordinator	private support X UCL	10/4/18
	Signature	Dale
	mauren okufte	01810
School Health Advisory Committee Chairperson		11 w LV
	Manuel Kuffl	Socte
	Cindy Arenberg Seltzer	
School Health Services Public / Private Partner	Printed Name	Jalie
1 (3/10/2 7 10/10)	Significe Significant	10/8/18

2

Statutory Authority: Section 381,0056, Florida Statute (F.S.) requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the "Plan") that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:

- Part 1: Basic School Health Services General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts;
- Part II: Comprehensive School Health Services include increased services in section 381,0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional/intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families, These services are required of schools as defined in section 402.3026, Florida Statutes.

The Plan contains 4 columns, as follows:

- Column 1—Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 1.
- Column 3 Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: Rhea v. District Board of Trustees of Santa Fe College, 109 50. 3d 851, 856 (Fla. 1st DCA 2013). Therefore, the school district expects all parties to the School Health Service Plan to take all necessary steps to

ą

preserve the confidential and exempt nature of this information. It should not be inspected or copied by or provided to anyone other than the parties who have a fegitimate need for such information. In addition, where applicable, these records may sometimes be covered by the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Part 164, and must be protected pursuant to HIPAA guidelines.

PART I: BASIC SCHOOL HEALTH SERVICES					
Requirements/References	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities		
1. School Health Services Plan; District Wellness Policy; Comprehensive School Health Services; Full Service Schools: School Health Services Act: s. 381,0056, F.S.;	1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	LEA DOH	The local school health services plan will be completed blennfally and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.		
Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director/administrator.	LEA DOH	The local school health services plan will be reviewed each year for the purpose of updating the plan. Amendments will be signed by the school district superintendent and the local Department of Health medical director/administrator.		
Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.	1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	LEA DOH	The local school health services plan will describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.		

ATTACHMENT V

Broward County

1d. Each local CHD uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work.	DOH	DOH Broward uses annual funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work
1e. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.	LEA DOH	The LEA and DOH Broward have a designated ARNP and RN, respectfully, responsible for the coordination of planning, development, implementation and evaluation of the program. These two positons shall collaborate to assure program compliance and to plan and assess the delivery of program services.
If, Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards, and are consistent with the Nurse Practice Act.	LEA DOH	DOH-Broward and LEA shall adhere to protocols for supervision of school health services personnel consistent with statutory and regulatory requirements and professional standards. They shall be consistent with the Nurse Practice Act and the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.
1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician when applicable.	LEA DOH	Protocols and standing order shall be developed by DOH-Broward in collaboration with the LEA, local school health advisory committee, and the student's private physician. Child specific standing orders shall be written by the student's private physician.

5

	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	LEA DOH School Health Partners and Providers	All partners providing school health services will follow procedures developed by DOH Broward for the collection of Health Services data. All partners will submit data monthly within specified time frames to be input into HMS. Additional information needed for the Annual Report will be collected annually.
	1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	LEA DOH SHAC	The SHAC includes members representing the eight components of the CDC CSH model, A representative from SHAC sits on the LEA Wellness and Learning Supports Committee. In addition the SHAC annually reviews the LEA Wellness Policy.
2. Health Appraisal s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	DOH-Broward LEA School Health Providers	The health status of students will be determined by any or all of the following:
3. Records Review s, 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters:	Sa. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc.	LEA DOH	Initial school entry review will be completed by either DOH-Broward or LEA and/or the principal's designee. Review will include information regarding:

ATTACHMENT V

64F-6.005(1), F.A.C.,			I de Cheminata de la companya de la
			(a) Immunization status and
64F-6.004(1)(a),F.A.C.			certification;
			(b) Health history, including any
			chronic conditions and treatment
			plan;
			(c) Screening tests, results, follow-up
			and corrective action:
*			(d) Health examination report
· ·			(e) Documentation of injuries and
-			documentation of episodes of sudden
-			
1			illness referred for emergency health
			care;
and the same of th	T. C.		(f) Documentation of any nursing
			assessments done, written plans of
			care, counseling in regards to health
			care matters and results;
	1		(g) Documentation of any
			consultations with school personnel.
			students, parents, guardians or
	1		service providers about a student's
			health problem, recommendations
			made and results; and
			(h) Documentation of physician's
			orders and parental permission to
			administer medication or medical
		·····	treatments given in school.
	3b, Emergency information card for		At the beginning of each school
	each student should be updated each	LEA	year, or upon new student entry,
	year.		students will submit emergency
			information cards, School health
			personnel or principal's designee will
			review emergency cards annually to
			identify current medical status. An
			emergency information card, shall
1			contain a contact person, family
L	L		physician, altergies, significant health

ATTACHMENT V

	The state of the s		history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs,	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	DOH Broward	DOH Broward makes available preventative dental services to all Elementary and Middle School students in school and for all students in the DOH Dental Clinics.
7. Health Counseling s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	LEA DOH Broward School Health Providers	All partners providing school health services will provide health counseling, including instruction for health maintenance, disease prevention, and health promotion as appropriate.

8. Referral and Follow-up of Suspected and Confirmed Health Problems s. 381.0056(4)(a)(11), F.S.	8a. Provide referral and a minimum of 3 documented attempts of follow-up for abnormal health screenings, emergency health issues, and acute or chronic health problems. Coordinate and link to community health resources.	LEA DOH Broward School Health Providers	All school health providers will provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems. All school health providers will coordinate and link students to community health resources
9, Provisions for Screenings s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.	9a. Provide screenings and a list of all providers. Screenings: (i) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (ii) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (iii) Growth and development screening shall be provided, at a minimum, to students in grade 9. (iv) Scoliosis screening shall be provided, at a minimum, to students in grade 6.	LEA	LEA provides screeners to conduct (1) Vision screenings to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten through 5. (2) Hearing screening to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten through 5; and optionally to students in grade 3. (3) Growth and development screening to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scollosis screening to students in grade 6.
	9b. Obtain parent permission in writing prior to invasive screening, (e.g. comprehensive eye exam).	LEA	LEA shall obtain parental/guardian permission in writing prior to invasive screening.

	9c, Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources.	LEA. DOH Broward School Health Providers	All school health providers will provide referral and follow up for abnormal health screenings.
10. Meeting Emergency Health Needs ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2016 Florida Edition	10a. Ensure wriţten health emergency policies and protocols are maintained and include minimum provisions.	LEA DOH Broward School Health Providers	Policies, procedures and protocols for the management of health emergencies will be in writing and kept on file at the LEA, CHD and at each school. Minimum provisions include: student emergency information cards updated annually for each student, the locations of emergency supplies and equipment, and a list of persons currently certified to provide first aid and cardiopulmonary resuscitation is posted in several areas throughout the school. Protocols used are the Emergency Guldelines for Schools, 2016 Florida Edition.
And the state of t	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first ald and a list is posted in key locations.	LEA DOH Broward School Health Providers	Health Room staff and two additional non-medical staff in each school will be certified in a CPR/First Aid by a nationally recognized certifying agency. A copy of this certification shall be kept on file in the health room. Names, locations and phone numbers for certified staff is posted in key locations. The principal/designee will post the names of certified staff

10

		on 911 posters located in health rooms, school offices, gyms, and cafeterias and throughout other locations in the school.
10c. Assist in the planning and training of staff responsible for emergency situations.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will assist in the planning and training of staff responsible for the care on a day to day basis to students who are ill or injured while on school grounds during school hours,
10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	LEA DOH Broward School Health Providers	All school health providers and/or principal designee will use the LEA First Aid supply list to monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.
10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	LEA	The school principal or designee shall follow the LEA procedure to ensure adequate health, first aid supplies and emergency equipment are available and maintained. AED units shall be checked bi-weekly and documented.
10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	LEA DOH Broward School Health Providers	All injuries and episodes of sudden illness referred for emergency health treatment will be documented and reported to the principal or designee. All school health providers or principal designee will follow LEA procedure to document and monitor all accident/injury reports; and 911 calls.
10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to:	LEA	Each school that is a member of the Florida High School Athletic Association will have an operational

	have an operational automatic external defibrillator (AED), ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.		automatic external defibrillator and will ensure a minimum of two non-medical persons will be trained in AED usage. AED's will be registered with the county Emergency Medical Services Director. AED units shall be checked bi-weekly and documented
11. Assist in Health Education Curriculum s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	LEA DOH Broward School Health Providers	LEA is responsible for the development of health education curriculum in all public schools. DOH-Broward and school health providers assist as requested.
12. Refer Student to Appropriate Health Treatment s. 381.0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

15. Nonpublic School Participation ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.	15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.	LEA DOH Broward	Any nonpublic school may voluntarily participate in the school health services program. Any nonpublic school participating in the school health services program will meet requirements of Florida Statute.
16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6,0331, F.A.C., 64F-6.006, F.A.C.	16a. Provide relevant health information for ESE staffing and planning.	LEA	Collaboration will occur between Exceptional Student Education (ESE) staff and School Health Services staff to provide for staffing and educational planning. Students suspected of being exceptional, shall be referred for professional evaluation in accordance with LEA procedures for providing special programs. Services shall include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. The partners shall adhere to FERPA, Florida Statute 1002.22, the Individuals with Disabilities Education Act (IDEA), and where applicable, HIPAA.
17. The district school board shall provide in-service health training for school personnel s. 381.0056(6)(b), F.S.; Chapter 64F–6.002, F.A.C.	17a, Please list providers of in service health training for school personnel.	LEA DOH Broward School Health Providers	The district school board, DOH, and community partners provide inservice health training for school personnel. All school staff are invited to participate in health training events. On-line courses are also available.

ATTACHMENT V

18. The district school board	18a. School-based health services are		School based health services are
shalf include health services and health education as part of the comprehensive plan for the school district s, 381,0056(6)(a), F.S.; Chapter 64F-6,002, F.A.C.	provided to public school children in grades pre-kindergarten through 12.	LEA DOH Broward School Health Providers	provided to all public school children in grades pre-k - 12.
19. The district school board shalf make available adequate physical facilities for health services s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014	19a. Health room facilities in each school will meet DOE requirements.	LEA	Every effort is made to meet DOE requirements for Educational and Existing Educational Health room facilities in accordance with guidelines.
20. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthy foods s. 381,0056(6)(d), F.S.	20a. List programs and/or resources to be used.	LEA	Schools participate in various healthy physical and healthy food activities. School cafeterias meet the new Federal Guidelines for Healthy Foods.
21. The district school board shell inform parents or guardians in writing at the beginning of each school year of the health services provided s. 381,0056(6)(e), F.S.	21a. Provide the opportunity for parents or guardians to request an exemption in writing.	LEA	A parent/guardian can notify the school should they choose to opt out of school health services for their children.

22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.	22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.	LEA DOH Broward	DOH and LEA will develop policies which coordinate responses to suspected or confirmed communicable disease or other health occurrences. This includes; Prevention strategies, a process to identify and report communicable disease to CHD, initial response & notification, outbreak investigation, and medical intervention. The LEA has developed procedures to coordinate responses regarding communicable diseases.
23. Each district school board shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication s. 1006.062(1)(a), F.S.	23a. Include provisions in the procedure for general and student-specific administration of medication training.	LEA	LEA has developed a procedure for the administration of medication during school hours and for licensed professionals to train school personnel in administering medication. Two staff are trained at each school to administer prescribed medication. Certificates of trained staff are maintained in the health room. School Board Policy number 6305 (Administration of Medication/ Treatments) addresses Medication Administration at school. School Board Policy number 6305.1 (Medical Marijuana/Low THC Cannabis Use to Qualified Students in Schools).

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 1096.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.	24a, The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.	LEA	LEA Policy number 6305 (Medication Administration) addresses Medication Administration at school. Designated school personnel are trained by licensed professionals in administration of prescribed and over the counter medication consistent with delegation practices per Ch. 6489-14, F.A.C.
25. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting	25a. Develop and implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.	LEA DOH Broward School Health Providers	LEA has protocols which addresses that any asthmatic student whose parents & physicians provide approval may carry a MDI on their person while in school and/or school related activities. All school health providers will develop students IHP and/or EAP in accordance with DOH/LEA guidelines. QI Documentation has been developed to record IHP and/or EAP development.
26. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a pian of action for when the student is unable to perform self-administration of the epinephrine auto-injector.	LEA DOH Broward School Health Providers	The RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the eplnephrine auto-injector.

School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated			
Guidance			
27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. for the epinephrine auto-injectors at	27a. If the school district has chosen to maintain supplies of epinephrine auto- injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto- injectors are stocked.	N/A	N/A
fair-market, free, or reduced prices for use in the event a			
student has an anaphylactic			
reaction. The epinephrine			
auto-injectors must be maintained in a secure			
location on the public			
school's premises. The			
participating school district			
shall adopt a protocol			
developed by a licensed			
physician for the			
administration by school personnel who are trained to			
recognize an anaphylactic			
reaction and to administer an		:	
epinephrine auto-injection			
s. 1002,20(3)(i)(2), F.S.			
28. Educational training	28a. Ensure that school staff that are		
programs required by this	designated by the principal (in addition	N/A	N/A
section must be conducted by	to school health staff in the school clinic)		
a nationally recognized	to administer stock epinephrine auto-		
organization experienced in	injectors (not prescribed to an individual	L	

17

training laypersons in emergency health treatment or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector s. 381.88, F.S.	student) are trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Department of Health.		
29. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia as 1002.20(3)(i), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting	29a. Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self-management of diabetes.	LEA DOH Browerd School Health Providers	In accordance with LEA protocols, students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes white en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia. All school health providers will develop students IHP and EAP in accordance with DOH-Broward/LEA guidelines.

30. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.	30a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.	LEA DOH Broward School Health Providers	According to LEA policy, a student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner. All school health providers will develop students IHP and an EAP, if indicated, in accordance with DOH-Broward/LEA guidelines.
31. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant s. 1006.062(4), F.S.; Chapters: 6489-14.002(3), F.A.C., 6489-14, F.A.C.; Technical Assistance Guidelines - The Role of the	31a. Document health related child- specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.	LEA DOH Broward School Health Providers	All health related child specific training will be documented. Documentation will include a competency check list signed by the RN and the non-medical assistive personnel assuring child specific training.
Professional School Nurse In the Delegation of Care in Florida Schools (Rev. 2010).	31b, Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.	LEA DOH Broward School Health Providers	Use of nonmedical assistive personnel is consistent with delegation practices and the Technical Assistance Guidelines (TAGS).

19

32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan. ss. 381.0059, F.S., 1011.465, F.S.	32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.	LEA DOH Broward School Health Providers	Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students must meet level 2 screening requirements.
33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established under ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.	33a. The school health services plan shall include policies and procedures for implementation.	LEA	Broward County Public Schools will Immediately notify a student's parent, guardian or caregiver if a student is involuntarily removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination as specified in Florida Statute.

PAR	Γ II: COMPREHENSIVE SCHOOL H	EALTH SERVICES (CSHSP)		
References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities		
34. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy, Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services ss. 381.0057(6), F.S., 743.065, F.S.	34a. Provide in-depth health management, interventions and follow- up through the increased use of professional school nurse staff.	DOH Broward	The professional nurse will provide oversight of health services identified with actual or potential health problems through developing a plan of care: a) nursing assessment b) facilitating and planning appropriate interventions c) referral d) follow-up e) case management f) education g) evaluations		
	34b. Provide health activities that promote healthy living in each school.	DOH Broward	Participate/support LEA Food and Nutrition Services & Wellness Policy. Encourage schools to participate in school sponsored wellness programs.		
	34c. Provide health education classes.	DOH Broward	Collaborate with classroom teachers & resource staff to provide presentations which will promote healthy living & standard topics according to LEA guidelines/policles/curriculum.		
	34d. Provide or coordinate counseling and referrals to decrease substance abuse.	LEA DOH Broward	Collaborate with school counselors and school resource officers regarding individual or group activities to decrease substance abuse (alcohol, tobacco, other drugs). Encourage SWAT (Students Working Against		

ATTACHMENT V

Broward County

		Tobacco). Collaborate with community, counselors and other personnel to identify students at risklengaged in substance abuse. Consult with school counselors/health providers, as indicated.
34e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts,	LEA DOH Broward	LEA guidelines outline steps for students at risk. Signs and symptoms are available to staff. Coordinate with Suicide prevention designee to assess students at risk and provide interventions and classes. Collaborate with agencies to provide counseling resources.
34f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	LEA DOH Broward	Collaborate with classroom teachers and educational resource staff to provide presentations focused on reducing high risk behaviors.
34g, Identify and provide interventions for students at risk for early parenthood,	LEA DOH Broward	Identify at risk students from absentee and academic reports. Identify students through self-referral, peers, nursing assessments and parent teacher conferences. Interventions include: collaboration with social workers, parents, guidance counselors and other health professionals.
34h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	LEA DOH Broward	Presentations will be given to promote healthy lifestyle with educational programs related to human sexuality according to LEA

22

			guidelines/policies/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.
PAR	III: HEALTH SERVICES FOR FULL	. SERVICE SCHOOL	.S (FSS)
References/Resources	Program Standards	Local Agency(s) Responsible	Local implementation Strategy & Activities
35. The State Board of Education and the Department of Health shall	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

ATTACHMENT V

high risk of needing medical and social services s. 402.3026(1), F.S.	35c, Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e, Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse Hotline.
	35f. Provide referrals for children risk of delinquent behavior parents, and adult education.	LEA DOH Broward School Health Providers	Referrals are made as appropriate.
	35g, Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	LEA	Schools develop agreements for in-kind health, social services and community partners.

ATTACHMENT W

AGENCY TIMESHEET

V Supervisor Name (Applicable to the RN/HST Program):			School Name:				
t Name (If Applicable):			Ci	rcle Type of Care Pr	oviding: Clinic	Direct Care to Stud	ent (1:1)
	Date Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time		ifving Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
oloyee Signature:			т	otal Number of Hom			

Agency Time Sheet For Direct Care (Medical Fragile Coverage) Parent/Guardian Signature Verification

Week Beginning On:					
Agency Names		Nur	se Name:		RN / LPN:
School Name:					
Client Name:					
Day of Week	Dafe	Time of Arrival	Shift End Time	Hours Worked	Farent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Total Number of Hours Wo	orked:				
Employee Signature		· · · · · · · · · · · · · · · · · · ·		Agency Nu	rsing Administrator Signature
Time sheets are to be signed a Nursing Administrator of the		príste person weekly. Th	ey are to be signed by the emp	loyee working the hour	s, the supervisor who authorized the time, and the

Revised: 112916

\$1,840.00

SAMPLE INVOICE

Company Name

INVOICE

Street Address City, ST ZIP Code Telephone Fax

INVOICE NUMBER:

9-5454

INVOICE DATE;;

9/2/2019

WEEK #2

8/22 - 8/26/2019

TO:

PURCHASE ORDER #: 7520xxxxxx DESCRIPTION OF SERVICES: NURSING PROGRAM TYPE:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 1400 NW 14th COURT COORDINATED STUDENT HEALTH SERVICES ATTN: MARIA TORRES

ESE

ATTN: MARIA FORKES FT. LAUDERDALE, FL 33311

504

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN-	Jane Doe	123 High School	8:00 - 2:00	30	\$27.50	\$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	\$29,00	\$1,015.00

Make checks payable to:

TOTAL DUE:

ABC Company Address City, State, Zip

Tax ID#

THANK YOU FOR YOUR BUSINESS

Kronos Time Clock User Account Agreement

NOTICE TO KRONOS TIME CLOCK USER: BY SELECTING SIGNING YOUR NAME BELOW, YOU AGREE TO ALL THE TERMS SET FORTH BELOW.

As a Kronos time clock user, I agree to the following:

- I will not ask anyone to punch the time clock for me, and I will not punch the time clock for anyone.
- I will punch the time clock every day upon my arrival and every day upon my departure from my assigned location.
- I will not disclose or lend my Kronos ID to anyone. My Kronos ID is for my use only and will serve
 as my electronic signature for payroll purposes.
- I will not intentionally cause corruption or disruption to the Kronos time clock system or the data it contains.
- If I become aware of any violation of any security procedures or suspect any unauthorized use of my Kronos ID, I will immediately notify my vendor, who will notify the Director of Coordinated Student Health Services.

By agreeing to the statements above, I confirm, to the best of my ability, that all documentation

Print Name	Agency Name		
Signature	Title	Date	

Kronos User Agreement Created: 4/18/2016

Page 98

ATTACHMENT Z

STUDENT MEDICATION LOG

													Aller	gies						
Student's Name:				DOB:			School:				Hm Rm Teacher									
Doctor:		Ph	one#				Fax	#:				D	iagn	osis :						
Special Instructions:						Side E	ffect	si	Month/Year:											
* Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the *Notes' Section on the Reverse * Record Time Medication was given (or Reason not given) and initials in the appropriate boxes * If medication is not given, please use one of the following abbreviations to indicate the reason why: **TIME TO BE GIVEN * A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early **V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Rev											ý									
Date																				
AM.						ļ				ļ										ļ
Initīals PM		+	-		_	 -		<u> </u>				-			_					
lnitials.	\vdash	+	+													<u> </u>				
AM			╁╌┼	_	╅			-					~			-			-	\vdash
Initials			\vdash	-		 									-		 			
PM		\neg										\neg								
Initials						· · · · · ·									Ì '''					ļ
AM																				
Initials																				<u> </u>
PM										ļ								ļ		<u> </u>
Initials		Ц	1			<u> </u>					_							<u> </u>		
AM Initials			-					ļ		ļ	_				ļ			ļ		
PM						ļ					-							├		
1				-+-		ļ		 		_						-	-			
Initials ienature/Initials/Date for each w ignature/Initials;							Sig	rraturé)/Initia	19:										
ignature/Initials:																				

Rev. 9/27/10

STUDENT MEDICATION LOG

NOTES

			IVIE		
DATE	TIME		DATE	TIME	
					
	<u> </u>				
	<u> </u>				
	 				
				-	
	L				
	•	DOCUMENTATION OF R	*********	C PAYS II	TYNY CARLAND

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT 18 of Tableto or projected of Liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

Rev. 9/27/10

d/b/a Creative Solutions In Home Health

Fax (754) 321-1687

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA COORDINATED STUDENT HEALTH SERVICES PARENT AND SCHOOL RESPONSIBILITIES

For Students with Diabetes Phone (754) 321-1575

Student Name	Date
Parent/Guardian Responsibilities:	
Parents must notify schools prior to enrollment or ret Diabetes and will provide school with the following: Diabetes Medication/Treatment Authorization Form Emergency phone numbers where they can be reache Back up emergency contacts and phone numbers Student's snack and meal schedule Meter to test blood glucose with test strips and lance Glucose tabs or gel and glucagon kit if needed for tre Insulin and syringes Snacks and juice for treatment of low blood sugar If student is on an insulin pump the parent will al Extra infusion set and reservoir Insulin and syringes Extra batteries for pump Amount of carbohydrates in snack and lunch each	(completed and signed by physician and parent/guardian) ed at all times ts eatment of extremely low blood glucose so provide:
school and fax Diabetes Medication/Treatment Author The school must make parent aware that it may take The school will be responsible to provide the student Training for all staff who will be involved with stude Implementation of a 504 Plan if indicated Appropriate place for student to keep supplies Place to test blood glucose and administer insulin compared to the staff to assist student as needed with blood grained staff to administer Glucagon in accordance of Form.	with the following: ant during the school day nsidering student's preference (clinic versus classroom) clucose testing and insulin administration with student's Diabetes Medication/Treatment Authorization or blood glucose levels which are outside the targeted range in on the bus

School Representative's Signature

Parent's Signature

Revised i/19/16

COORDINAT Phone (754)	ARD OF BROWARD CO ED STUDENT HEALTH 321-4575 Fax (754 dication/Treatment Au	SERVICES) 321-1687					
Student's Name:		Date of Birth: Da	E				
School Name:		GradeHomeroom_					
CONTACT INFORMATION							
Parent/Guardian #1:		Phone Numbers: Home					
Wbik		Cellulan/Pager					
Parent/Guardian #2:		Phone Numbers: Home					
Work		Cellular					
Physician/Healthcare Providers:							
Other Emergency Contact:							
Refationship:	VVe	rk/Cells/ar					
EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions if unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called. b. Blood Glucose in excess of 300 mg/dl c. Positive urine ketones. d. Abdominal pain, nausearvoniting, diarrisea, fever, altered breathing, slurned speech, or altered level of consciousness.							
BLOOD GLUCOSE MONITORING: At school: Yes To ordinarily be performed by student: Yes T	1 No Student has be	een trained by Healthcare Pro					
-		·					
Newly Diagnosed: Yes No Needs supervision: Yes No Time to be performed: Before breakfast Before PE/Activity Time Before lunch Mid-afternoon Dismissal As needed for signs/symptoms of low/high blood glucose							
Place to be performed: Confine Health Room CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) Yes Alarms set for High Drow Note: always or	☑ Classroom ☐ No Brand/model onfirm CGM results wi	Other Specials and					
		ed by Healthcare Professiona					
If yes, can student determine correct dose? Yes No							
Needs supervision: Yes No Insulin Delivery: Syringe/Vial Pen Pump (if pump)	worn, use 'Insulin Pumj	p Medication/Treatment Plan	7				
Standard daily insulin at school: TYes TNo	Correction does of	nsulin for High Blood Gluc	nem Til Ves Til No				
Type: Dose: Time to be given:		Highalog 🛅 NovoLog	<u> </u>				
The period of th	I Insulin correction						
		•	er than mg/di and at least				
Calculate insulin dose for carbohydrate intake:		st insulia dose.	<u> </u>				
☐ Yes ☐ No	Determine dose per	sliding scale below:	USE FORMULA:				
If yes use: Apidra D Homalop D NovoLog	 Blood sugar: <u>Less</u> tha	in Insulin Dose	BLOOD GLUCOSE				
1 #unit/s) per grams Carbohydrate	Blood sugar:						
	Blood sugar:						
Add carbohydrate dose to correction dose	පිරිගේ Suga c						
	Blood sugar:						
	Blood sugar:	Insulin Dose	***************************************				
		Insulia Dose	l l				
OTHER ROUTINE DIABETES MEINCATIONS AT SCHOOL: [Name of Medication Dose	1	*	Possible Side Effects				

Revised 5/1916
Disbetes Medication/Trestment Authorization -- Page 2

EXERCISE, SPORTS, AND FIELD TRIPS:	
Blood glucose monitoring and snacks as indicated	
Easy access to sugar-free liquids, fast-acting cart	pohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood alloose level is	BELOW 70moldL or if GREATER THAN 300 with ketones.
MANAGEMENT OF HIGH BLOOD GLUCOSE (o)	res 780 mm left
Symptoms for this student:	Indicate treatment choices:
Increased thirst, unnation, appetite	Sugar-free finitis as tolerated
Tired/drowsy	Check urine ketones if blood glucose over 300 mg/dL
Blurred vision Warm, dry, or flushed skin	Notify parent if urine ketones positive.
Nausea/Vomiting	May not need snack: call parent Significant participant Significant participant May not need snack: call parent M
Other: Headache or Behavioral Change	See "Insulin Injections: Extra Insulin for High Blood Glucose"
Office and office of the state	Other
MANAGEMENT OF LOW BLOOD GLUCOSE (be	
Symptoms for this student:	Indicate treatment choices:
Change in personality/behavior	If student is awake and <u>able</u> to swallow,
Pallor Weak/shaky/tremulous	give <u>16 grams fast-acting</u> carbohydrate such as: 図 4ez. Fruit juice or non-diet soda or
Tired/drowsy/fatigued	3-4 glucose tablets or
Dizzy/staggering walk	Sign Concentrated get or tube frosting or
☑ Headache	& & oz. Mik or
Rapid heartbeat	Cither
Nausealioss of appetite	1
Clammy'sweating	Refest Blood Glucose 10-15minutes after treatment
M Blurred vision	Repeat treatment until Blood Glucose over 80mg/dL
☑ Inattention/confusion	Follow treatment with snack of 15 to 20 grams of complex carbohydrates
Stated speech	If more than 1 hour till next meal/snack or if going to activity (i.e. P.E. or recess)
Loss of consciousness	8 06er
☐ Seizures	
Other:	If student is vomiting or <u>unable</u> to swallow, administer Glucose gel or Glucagon (See below for specific directions)
	IMPORTANT!!
If student is unconscious or having a seizur	e, presume the student is experiencing a <u>low</u> blood glucose level and:
Call 911 immediately and notify parents / gu	ardian. (delegate this to another person while you treat glucagon or gel)
S Glucagon 1/2 or 1 mg IM (injection) should	d be given by trained personnel* IF PROVIDED BY PARENT
administration of Glucagon by any trained	nside cheek and massaged from outside while waiting for help to arrive, or during
.	
· · · · · · · · · · · · · · · · · · ·	d maintained in this "recovery" position till fully awake.
Comments:	
Physician /Healthcare Provider Signature:	Date:
	Phone number:
LOCATION OF SUPPLIES/EQUIPMENT: To be com	
	Insulin administrativa supplies:
Glucagos emergency kit:	
	Seack Foods:
insulin either by injection or pump, and treatments/pm for official school eyests. I have reviewed, understand	n permission to assist with or perform the administration of each prescribed medication, including occlures for my child during the school day. This includes when heishe is away from school properly I and agree with the medications/beatments prescribed by the physician/healthcare provider on this is a change in the medication/beatment plan prior to its expiration date.
rarenivouaroian Signature:	Date:

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

COORDINATED STUDENT HEALTH SERVICES (754-321-1575) DIABETES EMERGENCY CARE PLAN

Student Name	Date
Parent/Guardian Name	Phone
Work Phone	Cell Phone
Emergency Contact	Phone
LOW	BLOOD SUGAR (HYPOGLYCEMIA)
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	DO THESE:
Change in personality/behavior Pallor Weak-baky/tremulous Thed/drowsy/fatigued Dinxy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy' sweating Blurred vision Inattention/confusion Shured speech Loss of consciousness Seizures	Check blood glucose level Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. If blood glucose level below 70 Give cone of the following sources of sugar: (15gms) 4 ounces of juice or regular sods 4 glucose tabs Giucose get or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below 80 mg/dL. If blood glucose not above 80 mg/dL, after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel) Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT (To be done by trained personnel only) (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to service or during administration of Glucagon) Student should be turned on his/her side and maintained in the "recovery" position till fully awake.
	BLOOD SUGAR (HYPERGYLCEMIA)
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	DO THESE:
Increased thirst, arination, appetite Tired/droway Bluxed vision Warm, dry, or flushed skin Nausea/Vomiting	Check blood glucose level If blood glucose above 240 mg/dL to 300mg/dl • Drink 8-16 punces of water or DIRT soda every hour • Use restroom as needed • Be allowed to carry water bottle with them • Send student back to the classroom after the fluids and no symptoms and recheck them If blood glucose is below 30th send back to class and recheck in one hour. If blood glucose is above 300 mg/dL ALSO: • Check urine ketones • If urine ketones are present, call parent immediately! Do not allow exercise. • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately. If none of the physical symptoms above are present, student may return to class.
notified if a student has a plan on file in the of	ffice and copies will be given to the school administrative staff. Teachers will be fice. The following staff members have been trained to deal with an emergency, and I above. See attached sheat for additional names.
\$. \$.	S .
φ. g.	
	Ÿ.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA COORDINATED STUDENT HEALTH SERVICES Phone: 754-321-1575 Fax: (754) 321-1687 INSULIN PUMP MEDICATION/TREATMENT AUTHORIZATION										
Student's Name:			Date of Birth:	Pump Ma	ike/Model					
					n for parent phone #)					
Child Lock On? (1) Yes (1) No How long has the stud										
Blood Glucose Target Range:		-		☐ NovoLa	op 🗓 Apidra					
Insulin: Carbohydrate Ratios:				economic.	- 1					
Student to receive insulin bolus for carbohydrate intake immediately before or minutes before eating.										
Lunch/Snack Boluses Pre-programmed?										
Insulin Correction Formula for Blood Glacose Over Target:										
Extra pump supplies furnished by parent guardian: Dinsulin			C) h-Morine	Eldoscolas (fano						
	ser Diese	er vor 5	Dogrenes	f for szandveha	Cinean					
[]insulin syringesipen										
STUDENT PUMP SKILLS	NEEDS HE	LP? No	IF YES, TO E	E ASSISTED BY A	ND COMMENTS					
Independently count carbohydrates Give correct bolus for carbohydrates consumed		No								
Calculate and administer correction bolus		No								
Recognize signs/symptoms of site infection		No								
Calculate and set a temporary basal rate		No								
Disconnect pump if needed		No								
Reconnect pump at infusion set		No								
Prepare reservoir and tubing Insert new infusion set		No No								
Give injection with syringe or pen, if needed		No								
Troubleshoot alarms and malfunctions		No								
Re-program basal profiles if needed		No								
MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE	: Fəlfəiy instru	ctions in	basic diabetes	medical managemei	nt plan, but in addition:					
If blood glacose over target range 4 hours after last bolus or carb		e, siuder	nt should receive	a correction bolus of	insulin using formula:					
Blood glacose ÷ = units	of insulin									
If blood plucose over 250, check urine ketones.										
If no ketones, give belos by pump and recheck in:	2 hours									
2. If ketones present or IF PUMP SITE OUT/PUMP		ON give	correction balus	as an injection imp	nediately and contact					
parent or healthcare provider.				-	-					
15	&	EL L _ I								
If two consecutive blood glucose readings over 250 (2 or mo 1. Check unine ketones	re nours aner	TITSE DOLL	is given)							
Give correction bolus as an injection										
3. Call parest										
 Trained student/parent to change infusion set 										
If seizure or unresponsiveness occurs:										
 Call 911 immediately (or designate another individual) 	sal to do so).									
Treat with Glucagon (see basic Diabetes Medical N	Aanagement F	Plan).								
Notify parent/guardian										
Do not stop or disconnect pump.										
ADDITIONAL TIMES TO CONTACT PARENTS										
Soreness or redness at infusion site			otion given							
Detachment of dressing/infusion set out of place	C4	her								
Leakage of insulin										
Effective date of pump plan:										
Physician/Healthcare Provider Signature:			D:	ate:						
Physician/Healthcare Provider Name:										
Phone Number: Office		_			•					
Parent's Signature:				late:						
Panicoul 6/46:49										

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date:					
Student: LAST	FIRST	···	_ □M □F DO8:		
LAST	FIRST				
Teaches:		Grade:			
Contact Phone #s: (1)		(2)			
Reason for Referrat					
Referred to cenic by:			(Time)		AMPM
CLINIC USE ONLY					
Time student actived in distic.	AMPN	I			
Nature of Complaint:	Ac	tion Taken:			
☐ Not feeling well		Student leid/sat in ciolo for	20 minutes or less		
☐ Slomachache		Student laid/set in clinic for	20 minutes or more		
☐ Headache		Temperature taken			
☐ Toolhactie		Ice Pack applied to affects	d area		
O Injusy		Affected area cleaned			
Other:		Band aid applied to affects	ed area		
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
**************************************		Parent/Guardian Notified:		AM/PM	
	want.	911 called			
Particular and the same of the	Ц	Other:			
Disposition of students					
☐ Returned to class. Feeling better ☐ Returned to class at gareat siguardia	n'a ranssat				
Returned to class an earlie to contact of		tian's			
Remained in digits	micities General	nest D			
☐ Sent home ☐ Teach	er ontilled				
Office clearance required for child to		ri			
Referrer was made to Health Care Pr		-			
☐ 911 Transported					
Copy of clinic pass sent home					
Other					
Student left canic at (Time):					
Comments:					

Claic Action Handled by:					
	arem/Teach	Sr.			
COMPLETED PASS TO BE FILED IN THE			THE END OF THE SCHO	TO VEAR	
WANTELLED FAND IN HE FACED BY IT	THE RESERVE OF THE PARTY OF THE	i w wasta i walikata katik katal	" I I I'M COLOND TOK. ET INCUSTOSTIC	area (Siffit,	

Date			Type yo DAILY Cl	u school's LINIC LO	name hers G ACTIV	rry	Place a "	√" in the :	spprop	riate boxes	Ų	
TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	HALNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	OUT	INITIALS
									_			
		1										
				-					<u> </u>			
		<u> </u>										
									ļ			
	,								<u> </u>			
							i					
		-										
		<u> </u>					1					
	TOTAL	123.5										(g) recovision
Sign	ature / Initials		ſ		Signature / Isitials						1	
Signature / Initials Completed Logs should be maintained by the school											<i>f</i>	

Rev. 9/20/10