#### AGREEMENT

	THIS AGREEMENT is made and enter	ered into as of this	day 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

#### SIERRA LIFECARE, INC.

(hereinafter referred to as "VENDOR"), whose principal place of business is 7200 West Commercial Blvd., Suites 206 & 207 Lauderhill, Florida 33319

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 \$28.00/hour Twenty-Eight Dollars and 00/100 Cents (\$28.00) per hour Hourly rate for LPN's includes substitutes
  - 4) RT Respiratory Therapist \$25.00/hour Twenty-Five Dollars and 00/100 Cents (\$25.00) per hour Hourly rate for RT's includes substitutes
  - 5) Unlicensed Assistive Healthcare Personnel \$17.00/hour Seventeen Dollars and 00/100 Cents (\$17.00) 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 23<sup>rd</sup> 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 <a href="mailto:privacy@browardschools.com">privacy@browardschools.com</a>, 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 <u>Notice</u>. 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 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:

Chad Rabone, Administrator

Sierra Lifecare, Inc.

7200 West Commercial Blvd., Suites 206 & 207

Lauderhill, Florida 33319

With a Copy to:

Judy Perkins, Medicaid Coordinator

Sierra Lifecare, Inc.

7200 West Commercial Blvd., Suites 206 & 207

Lauderhill, Florida 33319

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 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) <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) 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.
- (f) <u>Verification of Coverage.</u> Proof of the required insurance must 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) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must 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 must 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 must 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 Annual Appropriation. 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.

# **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.
- 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 <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 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.

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#### FOR SBBC:

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA			
A TYPE CUE	Ву			
ATTEST:	Donna P. Korn, Chair			
,	Annuary of and B			
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content:			
supermendent of Schools	Digitally signed by Kathelyn Jacques- Adams, Esq kathelyn, jacques- adams@gbrowardschools.com Reason: Sierra Lifecare, Inc RFP FY21-008 - Healthcare Services Date: 2020.06.10 13:35:15-04'00'			
	Office of the General Counsel			

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# FOR VENDOR:

(Corporate Seal)	
	SIERRA LIFECARE, INC.
ATTEST:	
	By Chal Roller
, Secretary	Print Name: Chad Rabone
Quelith D. Perkins	Title: Haministrator
Witness Collet Witness	
•	
The Following Notarization is Required Whether the Party Chose to Use a Secre	for Every Agreement Without Regard to etary's Attestation or Two (2) Witnesses.
STATE OF Florida	etaly's Attestation or Two (2) Witnesses.
COUNTY OF Broward	
(name of officer or agent, title of officer or ager (name of corporation acknowledging), a	Elocida (state or place of reporation. He/she is personally known to me
My Commission Expires:	Muelle Moral Signature - Notary Public
(SEAL)  MICHELE MORALES	MICHEL Morales  Notary's Printed Name  GG 049673  Notary's Correlation N
Notary Public - State of Florida Commission # GG 049673 My Comm. Expires Dec 30, 2020 Bonded through National Notary Asso	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 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 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 5<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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
- (I) 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

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#### 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.

- 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: <a href="www.browardschools.com">www.browardschools.com</a>.
- 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: <a href="http://www.browardhealthservices.com/forms/">http://www.browardhealthservices.com/forms/</a> 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 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) <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) 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 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.

- 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:	Tima:
Statemat:	School:
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	
M	
Outcome:	
Plan for follow-up: yes/no	
\$5°_ 1 25 25 25 25 25 25 25 25 25 25 25 25 25	
	K
Reviewed by Coordinated Student Health Services on	

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Month/Year:_	
Agency:	

# Diabetic Student Teaching Skills Record

arent/Guardian:_							
hone Number:		······································		<del>-</del>			
earning Barriers:	Yes	No (1	fyes, che	ck all that a	ppły below)	<u> </u>	
\ge		Emotions	d/Psycho	social	Lifestyle c	hange	
anguage		Motivatio	in		ESE		-
inancial issues		Altered F	amily Pr	ocess	Other		
earning Disability_		Ineffectiv	e coping			•	
Student Check	list		•				
Teaching Content	Instru Date	tion	Demo	nstration	Demonst	ration	Completion Date
Diabetes:	,			-		DO 18 16 16 16 1 1 1	
Disease Process		•					
		· · · · · · · · · · · · · · · · · · ·	<u> </u>		<del>                                     </del>		
Hyperglycemia							
Hypoglycemia	-		-				
Blood Glucose:			1				
How to test							
Blood Glucose:		, .					
When to test							
Physical Activity/Exercise						·	

(Continued)

Student Name:\_

# Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
nsulin Idininistration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control			·	
omments:				
		-		
Nurse Signature: 5/18/12		11 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -		

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

Date: Reported	Month:	Grade:				
Student Name:	School Attending:					
	Student Absences	•				
Total Days absent for the month:						
Reasons for absences: Check all that apply and	l give number of days					
Hiness/Days Hospitalization/Day	sDAppointments/Days	[Nursing issues/Days				
Dther:						
	Nursing Agency					
Nursing Agency Assigned:						
Nurses Assigned (Name/Title):						
Have there been nurse changes? □No □Yes		elow);				
	Insurance Information					
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Any insurance/payment concerns:						
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	Medical Status					
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changes in medical status please attach a curre Plans.	nt Authorization for Medication and	or Treatment form and Nursing				
Agency RN Printed Name	Signature	Date				
CSHS Review/Comments:						
:						

# Report of Medication Error

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Birth Date:		
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#### **Administering Medication**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 35311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

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# **Authorizing Treatment**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Confidence of Health Services, 1400 KW 14 Court, FortLandertable, FL 32513 AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Names		Grades		
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School Name:				
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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

#### SIERRA LIFECARE, INC.

(hereinafter referred to as "Business Associate"), whose principal place of business is 7200 West Commercial Blvd., Suites 206 & 207 Lauderhill, Florida 33319

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.
- (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 "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:
  - 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.
- (i) 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; 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. <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.

#### 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 3<sup>rd</sup> 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. 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor Ft. Lauderdale, FL 33301

To Business Associate:

Chad Rabone, Administrator

Sierra Lifecare, Inc.

7200 West Commercial Blvd., Suites 206 & 207

Lauderhill, Florida 33319

With a Copy to:

Judy Perkins, Medicaid Coordinator

Sierra Lifecare, Inc.

7200 West Commercial Blvd., Suites 206 & 207

Lauderhill, Florida 33319

## 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.

#### 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 BROWARD COUNTY, FLORIDA
•	Ву
ATTEST:	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@gbrowardschools.com Reason: Sierra Lifecare, Inc RFP FY21-008
•	- Healthcare Services Date: 2020.06.10 13:35:53 -04'00'
	Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

#### FOR BUSINESS ASSOCIATE

SIERRA LIFECARE, INC.

Christone	By: [had Kabone / Hoministrator	•
Signature	Print Name and Title	
Judith a Herkins Witness		
Marm Collet Witness		
44 TUTO29		
The Followin	ng Notarization is Required for this Agreement	
STATE OF Florida		
COUNTY OF Broward		
title of officer or agent) of 37 acknowledging), a 1-1001000 corporation. He/she is $\boxtimes$ personally ke	acknowledged before me by means of \(\mathbb{X}\) physical presence  (name of or  ierra Lifecare, Trc. (name of  (state or place of incorporation) corporation, or  nown to me (underline) or has produced  tion and who \(\mathbb{A}\) did/\(\sigma\) did not first take an oath this \(\sigma\)	of corporation n behalf of the
My Commission Expires:	Signature - Notary Public	
	Michele Morales	
(SEAL)  MICHELE MORALE Notary Public - State of Commission # GG 04  My Commission # GG 04	1 Florida 19/20/2020 (26/04/96)	13

Bonded through National Notary Assn.

#### 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

School:	Date:		
Agency/SBBC:Nurse:	- MANAGEMENT	····	
Health Room Person RN:LPN:	No. of Hours/Day:		· · · · · · · · · · · · · · · · · · ·
Administrative Issues	大大学になる からからない かんかん 日本 からい とうかんかん	<b>98</b>	N/A
Standardized health room log used (no notes or individually identification	-		
Health treatment protocols for management of chronic and compensation procedures are readily available	ex conditions 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 (\$ 1006.062 P.S.; Ch. 64B9-14 F	A(C))***********************************	es / Za Za No. 3	N/A
School District Medication Policy available onsite 2-Undicensed Assistive Personnel (UAP) are designated by scho	ol soministrator	•	,
Training of UAP documented/posted (every 2 years)	Of accuming mor		
Periodic monitoring of UAP documented			
Names of trained UAP are in the Clinic Communication	Binder		
Parental permission (signature) on file for each medication aut	orization form		
Documentation of counting medication (initial & refills) when t			
Medications stored in original container with original pharmacy			
Medications stored in locked cabinet or locked in resingerator (	r lock box)		
OTC medication labeled with students name, not expired			
Expired medications stored in labeled container in asparata lock	ad cabinet		
Parent/Risk Management notified of expired Medication, not rea	loyed by parent		
Individualized student medication record in use			
Procedure to identify no-show students			
Medication received match the medication listed on the Physicia Form?	a Authorization		
When receiving new MD, orders are the previous orders discon-	inned?		
Scheduled medications given within the correct time frame?			
Emergency Preparedness (CH 64E 6.004 F.A.C.)		Per SylNo	NA NA
Student emergency health information records are readily avails	ble to statif		
Procedure to report accidents and injuries in use			
Current CPR/First Aid/AED certification (health room staff & 2	additional school		,
staff) and current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AF	D posted on 911		
emergency poster throughout the school	_		
First aid supplies and emergency equipment available, and not e	xpired. (see School		
Health Guidelines, Section IV, Chapter 21 for recommendation	<u>/                                    </u>		
AED unit is properly maintained with documentation bi-weekly	and has ato At		-
Documentation that Blood Borne Pathogens DVD has been view	rea by state		

Health Room		TOWN THE T	CONTRACTOR
An area is designated as the health room and maintained in an orderly fashion	CONTRACTOR CONTRACTOR	September 13 Ones with	Service Contracts
Passes are utilized to document care given in clinic	<del></del>	<u> </u>	· · · · · · · · · · · · · · · · · · ·
Completed passes are stored in a locked cabinet/drawer		<u> </u>	
Clinic logs are utilized to record students visit to the clinic (no identifiable health		<del> </del>	
information)	1		
All students' records me kept in a locked file cabinet or other secure place		<del></del>	
Nurse is able to observe students while in health room	<del> </del>		
Biohazard infectious waste bag (red bag)	· · · · · · · · · · · · · · · · · · ·		
Refrigerator thermometer present			
Refrigerator température log documentation (if refrigerated medications present)	<del></del>		
Chronic Health		es services de la company	
Current Health Roster available	Market Balletin	110.5	E-VEHICLE I
Health Roster Tracking form completed			
Care Plans developed and signed by R.N.	<u> </u>		
EAP signed and distributed to teachers			
Medication trainings for school staff completed			
Screenings	of the state of the state of	and the second second	was Editional and Remission
System in place to track failed health screenings	家企業了。 <b>A7</b> 3%系统	Estel No. 2018	N/A
Nurse participates in Follow up process		<u> </u>	
Heaken Vision referrals sent to parents of students who failed vision two times	<u> </u>		
Immunizations	THE CALL DOCUMENTS AND ADDRESS OF THE CALL		
Immunization Compliance list available	Yes	No.	is MA
Nurse/HST collaborates with school IMT regarding students who are out of			
compliance (sending out letters)			
Transpos		MANUAL CONTRACTOR (CONTRACTOR)	Santa a respective de la companya d
Identify students who have current Epi-Pen, Glucason or Diastat Medication	141	Total No.	NA .
Authorization on file in clinic			
Emergency Plan of care in place for Epi-Pen, Glucagon, and Diastat	<u> </u>		
Monthly health education for the school			
wanter A resurt cours from the are sculing	L		
Comments:			
S. OHEMOARS.			
	•		
A			
		<del></del>	···
COSAR- FOR A COSAR- AND A COSAR- AND A COSAR-			
Clinic Reviewed By (Please Print):			
Signature: TRN DIPN			
Signature: DRN DLPN	□ Nursing 5	Supervisor	□ CSHS
			•
Rev113014			
AND FILL OLD			

Agreement with Sierra Lifecare, Inc.

# Broward County



## 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			
Student's Medical Equipment			
Has all needed medical equipment as listed on the	1		
Auth. For Medication/Treatment form			1
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfinection			
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			<u> </u>
L. 17 31	l	L	

## ATTACHMENT K

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

#### Clinic RN Supervisory School Visit

Date:	Agency:
RN/LPN/HST:	Supervisors
Notes:	
	***************************************
	·
	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
SKILLS REVIEW	CLINIC REVIEW
Glucose Monitoring	Quality Improvement Form
Glucagon Administration	
Insulin Administration	Consultation with school staff  504 Meetings
Insulin Syrings	
Insulin Pen	IEF Meetings Child specific training
Insulin Pump	Health Education class
Carbohydrate Counting	
Nebulizer	
EpiPen	
Dizetai	
Medication Administration	
	Other:



Coordinated Student Health Services Marcia Bynos, Director

#### Clinic Daily Data Collection Worksheet

Name:		Agency:		Months
Type of S	tudent Visita to Clinic	Total Visits	Total Time of Care	Total Meetings Attende
504/				
1 <b>EP</b> : 14				
Ceneral Edu	cafion	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Total	3.64			
	Dai		Totals	
• • • • • •			101813	
• • •	Nursing Assessments			
	Care Plans Completed	l.		
• • •	Trainings Provided			
	Health Screenings for	Absent Students		
,	Health Screening Foll	ow-up 2		
	Students Rehuned to	Class		-
	Students Sent Höme			
	911 Calk			
	AND DESCRIPTION OF THE PARTY.		<u> </u>	
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#### Coordinated Student Health Services Marcia Byuot, Director

#### Clinic Monthly Data Collection Worksheet

Name	Agency:		Months
Type of Student Visits to Clinic	Total Visits	Total Lime of Care	Total Meetings Attended
F04			
IEP	28.		
General Education Total			
		<u> </u>	
	Data	Eotals .	
Nursing Assessmen	<b>建筑设计设计</b> 设计。	· · · · · · · · · · · · · · · · · · ·	-
Care Plans Comple			
Trainings Provided	Sala de Otion de la companya della companya de la companya della companya della companya della companya de la companya della c		-
E CAPACITA AND THE COM	for Absent Students		<u></u>
Health Screening P			
Students Returned	型型者 外外。中海关系		
Students Sent Hon	i <b>c</b>		

# Report of Medication Error

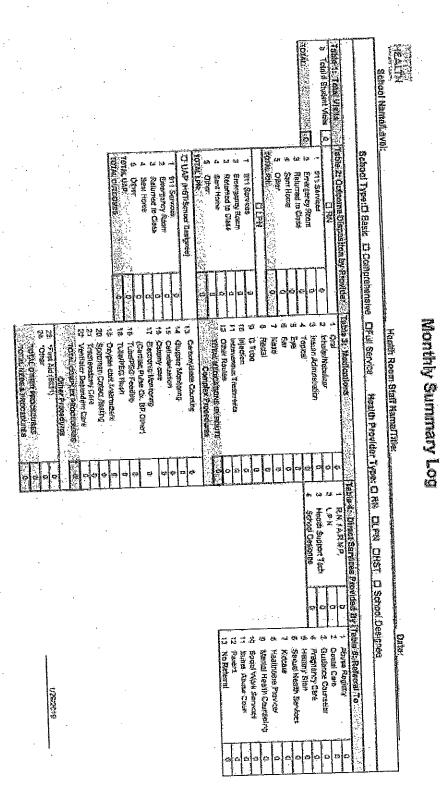
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Describe circumsta	aces leading to er		· · · · · · · · · · · · · · · · · · ·
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## Coordinated Student Health Services Marcia Bynoe, Director

## **CSHS** Incident Report

Date:		Time:	· .			
Student:		School:	·			
Agency:		Employee Nam	e/Title:			
Supervisor of Employes/Title:						
Concern:						
Documentation of communication:						
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		-				***************************************
Outcome:						
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Plan for follow-up: yes/no	- newmonth was a					·
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	igusture & Title:			4444		
Reviewed by Coordinated Student He 7/2015	alth Services on:					T 11700000



## Broward County Public Schools Coordinated Student Health Services

## Contracted Agency Nurses Accountability Checklist

AGENCY NAME:	DA	ATE:	·
SCHOOL:			<del></del>
NURSING SUPERVISOR:			
NURSE:			
PROCEDURE	Performs activity in Providuce to policy and	Does not in performs acovary an accordance	Regioness forther mstruction and superiosion
	procedure guidelmes	with policy and procedure studelines	
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			

ECFS Infection Control Guidelines

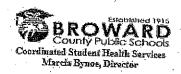
## Contracted Agency Nurses Accountability Checklist

PROGINE	electroms activity in accordance to policy and procedure guidelines	Enesmol, perform activaty in accordance with policy and, procedure, buidelines	Requires further instruction and supervisions
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  Keione 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

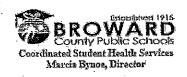
。 第一条章:"我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们	activity in saccordance to spolley and	activityine is i	fortiel eistruction and Supervision
SEIZURES Disstat Administration Caregivers Disstat Kit List Seizure Log			
HEALTH ROSTER  Identifying Students with chronic Health issues Developing a Plan of \Care			

Corrective Action Plan needed	YES_	NO	der printer in the second and the se	ganis kalangsi ya kisangan kalani kisan Sugaliya in 1888 (da 1866) alamba
Comments:				
Agency Supervisor Signature: _	· · · · · · · · · · · · · · · · · · ·	DATE:	<del></del>	
Agency Nurse Signature:		DATE:	· ·	
District Chronic Health Nurse C	omments			
	•			
Signature:		Date:	_	



## Corrective Action Plan

School	<u>.</u>	Agency			Date
Description of Corrective Action				<del></del>	DATE
Description of Carrective Action	<b>G</b> .				
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Corrective Action Taken:	<u></u>	<u>+</u> , :			
Corrective Action Taken;		•			
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Professor CCC 1 1 2 2			yer		
Evidence of Completion of the Co	rective Actions		<del></del>		
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l'ifle Role of Responzible Persons			· · · · · · · · · · · · · · · · · · ·		Date of Completion:
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nployee Name/Title	-		Employee Signa	ture/Data	·
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pervisor Name/Title		<del></del>	Cuman da and mar		
•	-		Supervisor Sign	ature/Dat	æ
naction will be a man					•
eviewed by Coordinated	J Student H	ealth Servic	es:		
me/Title	<u></u>	·			
	•		Signature/Date		



#### Request for Corrective Action Plan

te:		•	Time:	<u></u>	<u>-</u>
100l:		Аденсу:			
ployee Name/Title:	· ·			<del>.</del>	
ies found upon clinic andit:		•			
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	<del>- ii.</del>				
	·				
			<del> </del>	· · · · · · · · · · · · · · · · · · ·	· .
pervisor to visit clinic upon re ealth Services within seven bu	eceipt of this req siness days.	quest and submit a c	corrective action	plan to Coordi	nated Stu
ignature & 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, 314, and 6th grades and new to state in grades k through
	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 everylantion of the coals or old to
	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
1.	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	
. 6	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
	interreduction for and in the Students' health regard is considered part
	of medication administration.

## Coordinated Student Health Services Nursing Activities

Activity	Description Pulmonary Resuscitation
Irst Aid or CPR	The provision of First Aid and/or Cardio Pulmonary Resuscitation
SESTAID OF CORE	I complete and include an explication of TRE STUDENTS CONSIDER 1991
	I description of Eight Aid and/Ar CPR, and documentation in the l
	I L. L. Landel Controllar Science 1985011881 SHOUND PO I
	currently certified by nationally recognized, certifying agencies in
	las a talan and first pict and List
	Translation of hoolth related services required by the student to
Complex Medical Procedures	function in the school setting. Complex medical procedures include
•	but are not limited to: cardiac monitoring, carbohydrate counting,
	but are not limited to: cardiac monitoring, carbon furing or blood)
•	glucose monitoring, oxygen therapy, specimen (urine or blood)
	collection or testing, nebulizer treatment, and intervention through
Immunization Follow-up	The training and for following of student Honda Cerundaes of
IMMUNEGROU FOROW-up	- 1
	the most be postediently reviewed to ascertain it life student is
	. I
	age-appropriatery timitanized transfers in State; and 2) Students in minimum: 1) Newly enrolled students in State; and 2) Students in
	minimum: 1) Newly emotion still and a
	kindergarten and 7th grade.
School Health Staff Consultation	Coordinate health services with other school activities and advise
Deligat (second a serie	and for accist school beloniner, barenes guarante and a marin
	care rigoridare in horith reisten insteels.
Family Engagement	- I was the achael health broatam" and blovide toguism,
	engaged with the school health programs and caregivers about the
	+ thair child's hoalth status
	- t revious or routeion of managinanzed student near
Individualized Health Care Plan	care plans (IHP) by a registered nurse for students with chronic or
(IHP)	care plans (IHP) by a registerer fluide for statute may need specific acute health problems. These students may need specific
ţ,	acute health problems, these students may make health
	Individualized health-related services to maintain their health
	status, stay in school, and optimize their educational opportunities,
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	followed to provide services in a safe and efficient manner.
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	The Emergency Care Plan (ECP) is a component of the IHP. Al
	the second of th
Emergency Care Plan (ECP)	that may result in complications causing serious life altering or life
	that may result in complications catching statement of the plan should always threatening events should have an ECP. The plan should always any
	threatening events should have an ECF. The plan should all the
	include emergency contact information, the medical diagnosis and
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	I so well-count accircles Marcannel (DAP) DI SCHOOL SIGN PERSONS
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	follow student-specific emergency procedures in case of a
	emergency.
Health Education	Provide ongoing health education for students and parents o various health topics related to school health.
1 (122,2)	Lyprings health tonics related to SCNOOL Reduct.

# Coordinated Student Health Services Nursing Activities

Activity	Description
Oral Health Services	Provide oral health education is called at
Child-Specific Training	A planned education section with any
	specific training to school passanual specific training training to school passanual specific training t
Chronic Disease Management	Provide education, management and convent's IMP & ECP.
	monitoring; review of student health history and parent report in order to assess the characteristics and example and parent report in
	to ensure adequate control is achieved and maintained.

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## AGENDA REQUEST FORM

	THE	e school	l board of broward co	DUNTY, FLORIDA		
76/10 50TO	MEETING DATE	2018-10-	-02 10:05 - School Board Ope	rotional Meeting	Special Order	
TEM No.:	AGENDA ITEM	ITEMS			() Yes	(6) No
F-1.	CATEGORY	F. OFFIC	CE OF ACADEMICS		Time	,
	DEPARTMENT		aled Student Health Services	- COLUMN	Open Ag	enda
TILE:					O Yes	♠ No
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EQUESTED A	TION:	<u> </u>				
s required by Florid	o Sissulo 361.0056 appid	ive the atting	hed 2016-2020 School Health Sarvic	es Plan, which describes the sc	hoal héath services is	be provided
students.						
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vidence al caopural	ive planning by The Salu	යද්දු පුරුණු දේ	Broward County and the Florida Dep	driment of Health, as required b	ý zizisko.	, was tarahin midd
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hic plan will be exec	wed eller School Board	approval,				
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<b>MANCIAL IMP</b>	ACT	· . ·		·		
here is no financial	impact to the District.	•				
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EXHIBITS; (Līst						
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IRF F-2						
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APP	<b>KOMED</b>		Name: Michaelle Valbrun-F	ope, Cavet Stu Gup Init I	Phone; 754-92	<b>1</b> -1660
-	ci Bened Rudgedy Office Ori	» I	Name: Marcia Bynoe, Dire	olor	Phone: 764-32	1-1575.
HE SCHOOL	L BOARD OF BI	ROWAR	D COUNTY, FLORIDA	Assessed in Open	OCT 0 2 2	018
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#### 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 achools.



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	Pate
Local Department of Health	Hould I had with	Page
Administrator / Director	onice flame	
	Squater	10-66-18
		Dote
Local Department of Health Nursing	Barbara Bakman	
Director	Raitaud Kotima	
	Signature	10/18/18
Local Department of Health School	Maurolm O'Kerfle	Data
Health Coordinator	Printed Name	10/18/18
· · · · · · · · · · · · · · · · · · ·	Maurin O Lulle	41.17.0
	Signature .	Date 10
School Board Chair Person	NORA Kupzer	10/2/10
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	Kobert W. Kuncje	bote /
School District Superintendent	Photosyphone And Alexander	
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School District School Health	- manay roya	pare
Coordinator	ming infinity) X lal	1014/10
	Signature	11/18
	marcom of sife	Date
School Health Advisory Committee		01,810
Chairperson	maurin Kulfer	
<del></del>	Signature	10/18/18
School Health Services Public /	Cindy Arenberg Seltzes	Sate
Private Partner	Publed Name	
<b> -</b>	- Cady (hearless of the	12/0/10
ARY – SCHOOL HEALTH SERVICE	Signfortre	10/8/18 Pote

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 mendated 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: Hasic 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 Z 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 (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 Sonto 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.

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	PART I: BASIC SCHOOL HEA	LTH SERVICES	
		Local	
		Agency(s)	Local Implementation Strategy &
Requirements/References		Responsible	Activities
1. School Health Services	1a. Each local school health services	: · · · · · · · · · · · · · · · · · · ·	The local school health services plan
Plan; District Wellness Policy;	plan shall be completed blennially and	LEA	will be completed biennially and
Comprehensive School	approved and signed by, at a minimum,	DOH -	approved and signed by, at a
Health Services; Full Service	the superintendent of schools, the		minimum, the superintendent of
Schools:	school board chairperson, and the local		schools, the school board
School Health Services Act: s.	CHD medical director/administrator.		chairperson, and the local CHD
381.0056, F.S.;			medical director/administrator.
Chapter 64F-6.002, F.A.C.;	1b. The local school health services	1.04	The local school health services plan
Florida Nurse Practice Act:	plan shall be reviewed each year for the	LEA DOH	will be reviewed each year for the
Chapter 464 Nursing	purpose of updating the plan.	UUH	purpose of updating the plan.
Technical Assistance	Amendments shall be signed by the		Amendments will be signed by the
Guidelines - The Role of the	school district superintendent and the		school district superintendent and the
Professional School Nurse in	local Department of Health medical	·	local Department of Health medical
the Delegation of Care in	director/administrator.		director/administrator.
Florida Schools (Rev. 2010);	1c. The local school health services	100	The local school health services plan
ss. 1003.453, F.S., 381.0057, F.S.,	plan shall describe employing or	LEA DOH	will describe employing or contracting
402.3026, F.S.	contracting for all health-related staff	0011	for all health-related staff and the
402.3020, F.O.	and the supervision of all school health	-	supervision of all school health
	services personnel regardless of the		services personnel regardless of the
<u> </u>	funding source.	<u> </u>	funding source.

#### ATTACHMENT V

Broward County

•			and the second service
	funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Scope of Work.	НОД	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  The LEA and DOH Broward have a
	fe. 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.		designated ARNP and RN, respectfully, responsible for the coordination of planning, development, implementation and evaluation of the program. These two positions shall collaborate to assure program compliance and to plan and assess the delivery of program services.  DOH-Broward and LEA shall adhere
	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	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 Elected 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 beards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician	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.

			1.35
	1h, Establish procedures for health	LEA DOH	All partners providing school health services will follow procedures
	services reporting in Health	School Health	developed by DOH Broward for the
	Management System (HMS) and the	Partners and	collection of Health Services data.
	annual report, to include services	Providers	
	provided by all partners.	, -	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.
			The SHAC includes members
	1i. Each School Health Advisory	LEA	representing the eight components of
.	Committee (SHAC) should include	DOH	the CDC CSH model. A
	members representing the eight	SHAC	representative from SHAC sits on the
	components of the Centers for Disease		LEA Wellness and Learning Supports
[ ' '	Control and Prevention's Coordinated		Committee, in addition the SHAC
į	School Health (CSH) model. The SHAC		annually reviews the LEA Wellness
	is encouraged to address the eight CSH		
	components in the school district's	, ,	Policy.
	wellness policy.	DOH-Broward	The health status of students will be
2. Health Appraisal	Za. Determine the health status of	LEA	determined by any or all of the
s. 381.0056(4)(a)(1), F.S.	students.	School Health	following:
		Providers	Health History and/or Nursing
		LONOCIS	Assessment
		1	Record Review
		1	Parent Conference
		1	•Coordination/collaboration with
		1	school personnel/health care
			providers and implementation of
,			medical orders for students with
1			actual potential or suspected health
			problems.
3. Records Review	3a. Perform initial school entry review of		Initial school entry review will be
	student health records, to include school	LEA	completed by either DOH-Broward or
s. 381,0056(4)(a)(2), F.S.	entry physical, immunization status (DH	DOH	LEA and/or the principal's designee.
s.1003.22(1)(4) F.S.; Chapters:		1	
	RROY cumulative health record	5	I Keylew will include information
Cilcincia.	680), cumulative health record, emergency information, etc.		Review will include information regarding:

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 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 (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.	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, allergies, significant healt

			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.;	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 students health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
6A-6.0251, F.A.C.	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 schools will develop 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.	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.	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.	Ba. 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)(e)(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) 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 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 grade 1; 3 and 6 and optionally to students in grade 9. (4) Scoliosis screening to students in grade 6.
	95. 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-5.004(1), F.A.C.; Emergency Guidelines for Schools, 2016 Florida Edition	10a: Ensure written health emergency policies and protocols are maintained and includé 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 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 aid 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/designes will post the names of certified staff.

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**Broward County** 

		on 911 posters located in health rooms, school offices, gyms, and cafelerias 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 likess 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 lilness 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

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	have an operational automatic external defibriliator (AED),     emsure 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 Medicald eligible, uninsured and undernaured 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-8.005(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 fiealth 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.

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)(a), 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	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
s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014			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 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 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.; Chapler 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.  23a. Include provisions in the procedure	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.  LEA has developed a procedure for
shall include in its approved school health services plan a	for general and student-specific administration of medication training.	LEA	the administration of medication during school hours and for licensed
procedure to provide training, by a registered nurse, a			professionals to train school personnel in administering
ficensed practical nurse, a physician or a physician			medication. Two staff are trained at each school to administer prescribed
assistant (pursuant to chapter 458 or 459), to the school personnel designated by the		,	medication. Certificates of trained staff are maintained in the health room.
school principal to assist students in the administration	X - I - I - I - I - I - I - I - I - I -	. •	School Board Policy number 6305 (Administration of Medication/
of prescribed medication s. 1006.062(1)(a), F.S.			Treatments) addresses Medication Administration at school.
5. 1000.002(1)(d), F.S.			School Board Policy number 6305.1 (Medical Marijuana/Low THC
		·	Cannabls Use to Qualified Students in Schools).

Sroward County

24. Each district school board	24a. The school district medication		LEA Policy number 6305 (Medication
shall adopt policies and	policy will address the use of designated		Administration) addresses Medication
procedures governing the	school staff for medication		Administration at school, Designated
administration of prescription	administration and be consistent with		school personnel are trained by
medication by district school	delegation practices.		licensed professionals in
board personnel s.			administration of prescribed and over
1006.062(1)(b), F.S.;			the counter medication consistent
Chapter 64B9-14, F.A.C.		· [	with delegation practices per Ch.
,			64B9-14, F.A.C.
25. Students with asthma	25a. Develop and implement an	l	LEA has protocols which addresses
whose parent and physician	Individualized Healthcare Plan (IHP)	LEA	that any asthmatic student whose
provide approval may carry a	and Emergency Action Plan (EAP) to	DOH Broward School Health	parents & physicians provide
metered dose inhaler on their	ensure safe use of inhaler by student.	Providers	approval may carry a MDI on their
person while in school		FIOVIDEIS	person while in school and/or school
s. 1002.20(3)(h), F.S.:			related activities. All school health
National Association of School			providers will develop students IHP
Nurses (NASN) Position			and/or EAP in accordance with
Statement, The Use of Asthma			DOH/LEA guidelines, QI
Recue Inhalers in the School			Documentation has been developed
Setting	the state of the s	. [	to record IHP and/or EAP
	A ANALYSIA POLAR A CONTRACTOR		development.
26. A student who is at risk	26a. For students with life threatening		The RN shall develop an annual IHP
for life-threatening ellergic	allergies, the RN shall develop an	LEA DOH Broward	that includes an EAP, in cooperation
reactions may carry an	annual IHP that includes an EAP, in	School Health	with the student, parent/guardians,
epinephrine auto-injector and	cooperation with the student,	Providers	physician, and school staff. The IHP
self-administer while in	parent/guardians, physician, and school		shall include child-specific training to
school, school-sponsored	staff. The IHP shall include child-specific	1	protect the safety of all students from
activities, or in transit if	training to protect the safety of all	1	the misuse or abuse of auto-injectors.
written parental and physician	students from the misuse or abuse of		The EAP shall direct that 911 will be
authorization has been	auto-injectors. The EAP shall direct that		called immediately for an anaphylaxis
provided .	911 will be called immediately for an	·	event and have a plan of action for
s. 1002.20(3)(i), F.S.;	anaphylaxis event and have a plan of	1	when the student is unable to
Chapters 6A-6.0251, F.A.C.,	action for when the student is unable to		perform self-administration of the
64F-6.004(4), F.A.C.;	perform self-administration of the		epinephrine auto-injector.
Saving Lives at School	epinephrine auto-injector.		
Anaphylaxis and Epinephrine			
	F-6, 337 12	1	* <u></u>

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School Nurse and Handbook for			1
Connection Cards, NASN;			
NASN Position Statement on			1
Rescue Medications In School:		· ·	. ]
Students with Life-Threatening			
Allergies, 2017 Updated			•
Guidance	of the first same	· · · · · · · · · · · · · · · · · · ·	
27. A public school may	27a. If the school district has chosen to	N/A	N/A
purchase a supply of	maintain supplies of epinephrine auto-	N/A	IVA
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.	,	` <u>`</u>
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		1	
recognize an anaphylactic		,	
reaction and to administer an		ļ	
epinephrine auto-injection		1	,
s. 1002.20(3)(i)(2), F.S.	<u> </u>	<u> </u>	
28. Educational training	28a. Ensure that school staff that are		
programs required by this	designated by the principal (in addition	NA	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		<u> </u>

training laypersons in	student) are trained by a nationally		
emergency health treatment	recognized organization experienced in		
or an entity or individual	training laypersons in emergency health		
approved by the department.	treatment or an entity approved by the		
The curriculum must include	Department of Health.		
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.	<u> </u>		
29. Students with diabetes	29a. Maintain a copy of the current		In accordance with LEA prolocols,
that have physician and	physician's diabetes medical	LEA DOH Broward	students with diabetes that have
parental approval may carry	management plan, and develop and	School Health	physician and parental approval may
their diabetic supplies and	implement an IHP and ECP to ensure	Providers	carry their diabetic supplies and
equipment and self-manage	safe self-management of diabetes.	Findices	equipment and self-manage their
their diabetes while en-route		."	diabetes while en-route to and from
to and from school (bus), in			school (bus), in school or at school
school or at school			sponsored activities. The written
sponsored activities. The			authorization shall identify the
written authorization shall			diabetic supplies, equipment and
identify the diabetic supplies,			activities the student is capable of
equipment and activities the			performing without assistance for
student is capable of			diabetic self-management, including
performing without		·	hypoglycemia and hyperglycemia.
assistance for diabetic self-			All school health providers will
management, including			develop students IHP and EAP in
hypoglycemia and			accordance with DOH-Broward/LEA
hyperglycemia			guidelines.
s. 1002.20(3)(j), F.S.;			
Chapter 6A-6.0253, F.A.C.;			]
NASN position statement,			1
Diabetes Management in the		1	*
School Setting		1	•

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 white enroute to and from school (bus), in school or at school has been provided with authorization from the	for s ster
panoreatic 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	ster
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 school or at school sponsored activities if the school has been provided with authorization from the	ster
having cystic fibrosis may carry and self-administers student carries and self-administers 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	ster
rearry and self-administers a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school or at school enzyme sponsored activities if the school has been provided with authorization from the	
prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at and from school (bus), in school or at school has been provided with school has been provided with authorization from the 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 supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school (bus), in school or at school has been provided with supplement while en-route to and from school from school or at school has been provided with supplement while en-route to and from school from school from school or at school has been provided with supplement while en-route to and from school fr	
supplement while en-route to and from school (bus), in school or at and from school (bus), in school or at school sponsored activities if the school or at school sponsored activities if the school has been provided with school has been provided authorization from the student's parent and prescribing practitions with authorization from the	
and from school (bus), in school sponsored activities if the school or at school sponsored activities if the school has been provided with sponsored activities if the school has been provided parent and prescribing practitions with authorization from the All school health providers will	r.
school or at school sponsored activities if the school has been provided with authorization from the with authorization from the All school health providers will	r.
sponsored activities if the sudent's school has been provided parent and prescribing practitions with authorization from the All school health providers will	r.
school has been provided parent and prescribing practitions with authorization from the All school health providers will	r.
with authorization from the All school health providers will	r.
The desired free free free free free free free f	
student's parent and develop students (HP and an EA)	
prescribing practitioner indicated, in accordance with DO	-i-
s. 1002.20(3)(j), F.S.; Broward/LEA guidelines.	•
Chapter 6A-6,0252, F.A.C.	
31. Nonmedical assistive 31a. Document health related child All health related child specific	
personnel shall be allowed to specific training by an RN for delegated LEA training will be documented.	
perform health-related staff. The delegation process shall DOH Broward Documentation will include a	
I services about accessing implose committeement to alse over 1 Combersited Cleck list stated by	
combined of chird spectric which identifies the rask of scriptly, the	
training by a registered nurse expected or desired outcome, the limits personnel assuring child specific	
or advanced registered nurse of authority, the time frame for the training.	
practitioner, physician or delegation, the nature of the supervision	
physician assistant required, verification of delegate's	
s. 1006.062(4), F.S.; understanding of essignment,	
Chapters: verification of monitoring and	
64B9-14.002(3), F.A.C., supervision. The documentation of	
64B9-14, F.A.C.: training and competencies should be	
Technical Assistance signed and dated by the RN and the	
Guidelines - The Role of the trainee.	
Professional School Nurse in 31b. Use of nonmedical assistive LEA Use of nonmedical assistive	
the Delegation of Care in personnel shall be consistent with DOH Broward personnel is consistent with	
Florida Schools (Rev. 2010). delegation practices per requirements. School Health delegation practices and the	
Providers Technical Assistance Guidelines	
(TAGS).	

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32. Pursuant to the provisions	32a. Collaborate with school district to	LEA	Non-instructional school district
of Chapter 435, any person	ensure district background screening	DOH Broward	employées or contractual personnel
who provides services under	policies do not result in duplicate or	School Health	who are permitted access on school
a school health services plan	conflicting background screening	Providers	grounds when students are present,
pursuant to s. 381,0056, F.S.	requirements for staff providing school	T TOTIOUID	who have direct contact with students
must meet level 2 screening	health services.	, ,	must meet level 2 screening
requirements as described in		;	requirements.
s. 435.04, F.S. A person may			,
satisfy the requirements of			
this subsection by submitting			
proof of compliance with the			1
requirements of level 2		· ·	
screening conducted within		- ·	
11 months before the date			
that person initially provides			
services under a school		i '	
health services plan.			
ss. 381.0059, F.S.,			
1011.465, F.S.	and the second s		
33. Immediate notification to a	33a. The school health services plan		Broward County Public Schools will
student's parent, guardian, or	shall include policies and procedures for	LEÁ .	immediately notify a student's parent,
caregiver if the student is	Implementation.	-	guardian or caregiver if a student is
removed from school, school		+	involuntarity removed from school,
transportation, or a school-		,	school transportation, or a school
sponsored activity and taken			sponsored activity and taken to a
to a receiving facility for an			receiving facility for an involuntary
involuntary examination		1	examination as specified in Florida
pursuant to s. 394.463, F.S.	1		Statute.
including the requirements			
established under			
ss. 1002.20(3)(j), F.S.,		1.	
1002.33(9), F.S.		1 .	
381.0056(4)(a)(19), F.S.		1	

PARI	II: COMPREHENSIVE SCHOOL HE	ALTH 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, 34d. Provide or coordinate counseling	DOH Broward	Collaborate with classroom teachers & resource staff to provide presentations which will promote healthy living & standard topics according to LEA guidelines/policles/curriculum.  Collaborate with school
	and referrals to decrease substance abuse.	LEA DOH Broward	counselors and school resource officers regarding individual or group activities to decrease substance abuse (alcohol, tobacco, other drugs). Encourage SWAT (Students Working Agains

		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 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 dessroom 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

	24 0-11		guidelines/policles/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
	24 (74 20 10 0		parenting programs focusing on preventing and reducing teen pregnancy, in accordance with LEA guidelines/ policies/ curriculum.
	34). 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.
PART	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 nutrillonal 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 referrels 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.

#### AGENCY TIMESHEET

pervisor Name (Applicable to Name (If Applicable):		C	refe Type of C	School Namer _			_
Day of Week Da	te Fime In Tim	2010	and Tipe of Care P	reviding: Clinic I	lirect Care to Stu-	dent (1:1)	
	Öm	Homs	Initials of School Staff Verifying	Signature and Pos Staff Verity	tion of School	Name of School	W.
Monday		22 NOTREME	Time		Barber Ask Cag	100	
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Tuesday						<del></del>	
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Wednesday							
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Thursday		_				<del></del>	—
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Friday							
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Signature:	<del></del>	<u> </u>	Number of Hours	- ,			

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

Week Beginning On:						
Agency Name:		Nurse N	ame:	•	RN/LPN:	
School Name:						
Client Name:				•	•	•
				·.,.		٠.
Day of Week	Date:	Time of Arrival	Shift End Time	Hours Worked	Parent / Guardian Signatu	ıre .
Monday					Commence of the second state of the second sta	A 40/2 10/05
Tuesday						
Wednesday						
Thursday						<del></del>
Friday				-	_	
	-					
Total Number of Hours Wo	rked:	<u>.</u>				
			-			
Employee Signature				Agency Nu	sing Administrator Signature	
Time absets are to be signed on Nursing Administrator of the A	d turned into the approp zency.	wists person weekly. They or	e to be sigued by the empl	oyes working the bour	s, the supervisor who sutherized the time, a	nd the
Paripad: 112016			•	•	•	

## SAMPLE INVOICE

## Company Name

Street Address City, ST ZIP Code Telephone Fax

## INVOICE

INVOICE NUMBER:

9-5454

INVOICE DATE

9/2/2019

WEEK設

8/22 - 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 1408 NW 14th COURT COORDINATED STUDENT HEALTH SERVICES

ATTN: MARIA TORRES FT. LAUDERDALE, FL 33311 ESE [

504

LPNRN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	T	
LPN	Jane Dne	123 High School			RATE	AMOUNT
RN	Kate Smith	DATE TRUIT COLO	8:00 - 2:00	30	\$27.50	\$825.00
<del></del> -	TOMO OFFICIE	34 Elementary School	7:30 - 2:30	35	\$29.00	\$1,015.00
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		<del></del>	<u> </u>			\$1,840.00

Make checks payable to:

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

Print Name	Agency N	ame	
			•
Signature	Title	Date	
***************************************			
Kronos User Agreen Created: 4/18/2016			Dage 68

Agreement with Sierra Lifecare, Inc.

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Agreement with Sierra Lifecare, Inc.

## STUDENT MEDICATION LOG

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DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT  (F d Tablistic or temporal  of Theolis	Parent/Guardian Signature	RECEIVED BY (SIGNATURE)		

Rev. 9/27/10

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

Phone (754) 321, 1575

Fax (754) 321-1687

Student Name			Date	<u> </u>	
Parent/Guardian	Responsibilities:				
Parents must notify Diabetes and will p Diabetes Medica Emergency phor Back up emerge Student's snack Meter to test blo Chicose tabs or Insulin and syrin Snacks and juica If student is on Extra infusion	y schools prior to en rovide school with t ation/Treatment Auth ne numbers where the ncy contacts and pho and meal schedule and glucose with test gel and glucagon kit ages a for treatment of low an insulin pump the on set and reservoir syringes	he following: scrization Form (come by can be reached at a me mimbers strips and lancets if needed for treatme valood sugar	il times nt of extremely low bl	hysician and parent/guardisa)	
	ies for pump sarboliydistes in sesc	k and lunch each day			
School Responsib	ilities:				
school and fax Dial The school must m The school will be : Training for all Implementation Appropriate pla Place to test blo Trained staff to Trained staff to Form. Trained staff whaccordance with Permission for a	betes Medication/Tr ake parent aware th responsible to provi- staff who will be mive of a 504 Plan if indi- ce for student to keep od glucose and admir assist student as need administer Glucagon	eatinent Authorizate it may take sever de the student with student durated with student durated nester insulin consider insulin consider with blood gluces in accordance with a wide trestment for bloos Care Plan I classroom and on the	ion and Health Servi- al days to staff clinic the following:   ring the school day ring student's preferen- te testing and insulin a- tudent's Diabetes Med- and glucose levels whice the bus	ate student is to begin/return ce Request form to 754-321-1 with trained personnel.  ce (clinic versus classroom) dministration lication/Treatment Authorization ch are outside the targeted rang	687. Dii
				•	
Parent's Signature			School Representativ	re*s Signature	
Resided 5/19/16					

THE SCHOOL BO	MRD OF BROWARD COUNTY, FLORIDA TEO STUDENT HEALTH SERVICES	
Phone (754	D 321-2575 Fry 1756) 524-1887	
Diabetes M	edication/Treatment Authorization	
Statem's Name	Date of Sirth: Date:	
Sciscol Name:	Grade Homerown_	
CONTACT INFORMATION	•	
Pareni/Guardisn #1:	Frion∋ Nurab∋rs: Flome	
Work	Cellular/Fager	
Parent Guardian #2:	Frone Numbers Horse	
PhysicianiHaskinare Providers: Other Emergency Contact: Relationship;		
Other Emergency Contact:	Phone Number: Home:	
Relationship:	Work/Cellular	
		·
EMERGENCY NOTIFICATION: Notify parent/guardian of the and emergency contact listed above	e following conditions if <i>unable to reach par</i> ent/grand	an: Notity healthcare provider
a. Loss of consciousiness or selzure (compulsion) immediately	v siter Glucadon diven and 911 called	
Blood Glacose in excess of 300 mg/dl     Positive unite Actioness.		
d. Abdominal pain, nausea/vonsiting, diames, fever, altered	breathing steered speech or allowed local of organizations	arr.
To ordinarily be performed by student: Six Yes	No Student has been trained by Healthcare Profes No Type of Meter.	izional 13 Aez 13 Mo
Newly Cragnosed: Tes Wo Needs supervise	son: Fil Yes Fill No	······································
Time to be performed:     Before breakfast	Before PE/Active Time	
Mid-marning (before snac	k) After PElActivity Time	
Diemissel	IX AS DEEded for signal considers of lowerish big	rd elucace
E Mile-morning (before snac E Before lunch Dismissal Place to be performed: Clinic/Health Room CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) EVes Alarms set for El Han ELow Note: atways o	MCClessman McCitron Creately surface	er America Bos
CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) (2) Yes	1 No Standingdel	DUS
Alarma set for Talah Talow Note: a five ya c	onfirm CGM results with blood glucose meter before	iaking acson.
INSULIN INJECTIONS DURING SCHOOL: 首Yes 質No If yes, can student determine consci dose? 值Yes 質No	Shiden has been trained by Heafthcare Professional	圆Yes III No
Needs supervision: 12 Yes 12 No	Exercising content and the second rules	dion?回Yes 回filo
Insulin Delivery. Syringe/Val (1) Pen (1) Pump (6) pump	wan 1120 Inselin Pump Markortina/Transprose Dt 7	
•	ways are arrested orch mentioned (separational Line)	•
Standard dally insulin at school: 置Yes 置No	Correction dose of Insulin for High Blood Glucose	r 間 Ves 間 No
Type: Dose Time to be given:	If yes, Apidra Officerslog O NovoLog	· · · · · · · · · · · · · · · · · · ·
	It is be the series of the ser	•
	Insulin correction does for blood glucose greater th	12D maldit and at lases
Calculate insulin dose for carbolyydrate intake:	hours since last issule dose.	1502 STR ST 15021
度 Yes 国地		<u> </u>
	Determine dose per sliding scale below.	USE FORMULA:
ffyes use 日 Apista 日 Humslog 日 NovoLog	Blood sugar, Less than Insulin Dose	GLOOD GLUCOSE
	Blood sugar. Insulin Dose	MINUS
•	Blood sugar Insulin Dose	
2 Add carbohydrate dose to correction dose	Blood sugar Insulin Dose	DIVIDED BY
	Blood sugar Insulin Dose	COOLS & OUG(2) HASTETA
	Blood sugar insulin Dose	
	l	
OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: [	Blood sugar, insulia Dose	
		ide Side Effects
	C 400	
Reciped 3/1016		

Diabetes Medication/Treatment Authorization – Page 2

Blood glucose monituring and snacks as indicated. Easy access to sugar-free liquids, fast-ecting carboh Child should not exercise if bland olucose level is BE	ydiales, snacks, and blood glucose moniforing equipment. LOW 70mo/dL or if GREATER THAN 309 with ketones.
MANAGEMENT OF <u>HIGH</u> BLOOD GLUCOSE (OVER	240 mufdl 1
Symptoms for this student:  If increased flurst, trination, appetite  Tried/drowsy  Bitared victors  Warre, dry, or flushed skin  Nausea/Vomiting  Other: Headache or Behavioral Change	Indicate freatment choices:  \$\tilde{\text{M}} \text{ Sugar-free Paids as tolerated}  \$\tilde{\text{M}} \text{ Check wine ketones if blood glucase over \$\text{360} \text{ mg/dL}\$.  \$\tilde{\text{M}} \text{ Notify parent if wine ketones presilve.}  \$\tilde{\text{M}} \text{ May not need sasok: e.all perent  \$\tilde{\text{M}} \text{ Frequent bethroom privileges}  \$\tilde{\text{S}} \text{ See "Insulin Injections: Extre Insulin for High Blood Glucose"}  \$\tilde{\text{G}} \text{ Other}
MANAGEMENT OF <u>LOW</u> BLOOD GLUCOSE ( <u>below</u>	v 70 ragifelL)
Symptome for this student: Change in personality/behavior Pallor Veak/shaky/remulous Tired/drowsy/failgued Dizzy/staggering walk Headache Rapid heartheat Nauseafloss of appetite Clamony/aveating Blarred vision Indention/confusion Sharred speech Loss of consciousness Ciber:	Indicate treatment choices: If student is awake and able to swallow, give 15 grams fest-acting carbolyphate such as: 34 402. Fruit julice or non-diet sode or 34 glucose tablets or Concentrated gel or tabe frosting or 3 oz. Milk or City.  Retest Blood Glucose 10-15minutes after treatment Repeat treatment until Blood Glucose over 80mg/dt. Follow treatment until Blood Glucose over 80mg/dt. Follow treatment with snack of 15 to 20 grams of complex carbohydrates if nore than 1 hour till next mealisnack or if going to activity (i.e. P.E. or recess) Cother  If student is vomiting or unable to swallow, administer Glucose gel or Glucagon (See below for specific directions)
	IMPORTANT!! presume the student is experiencing a <u>low</u> blood glucose level and: ian. (delegate this to another person while you treat glucagon or gel)
	e given by trained personnel * <u>IF PROVIDED BY PARENT</u>
Glucose get 1 tube can be administered insi- administration of Glucagon by any trained sta	de cheek and massaged from outside while waiting for help to arrive or viging
Corpments:	The state of the s
Physician /Healtheare Provider Signature:	Date:
Physician/Healthcare Provider:	Phone number:
LOCATION OF SUPPLIES/EQUIPMENT: To be complete	
Blood pluosse testing equipment	heulin administration survilos:
Glucagos emergency lot	Glucose get Kelone testing supplies:
	Stases Foods:
staction entries by injection of pump, and treatments/probed for official action execute. I have reviewed understand an	mission to assist with or perform the administration of each prescribed medication, including durant for my child during the school day. This includes when heighe is away from school property it agree with the medications treatments prescribed by the physician/heathcare provider on this a change in the medication/treatment plan prior to its expiration date.

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DERDON LAND		EFRE	
Parent/Guardien Name	The state of the s	Phone	
Work Phone		Cell Phone	
		L	
Emergency Contact		Phone	
7 (541	THE CHANGE COTTON	TO VETTE TENOV CHE TO CHECK TO A TA A TA	
	BLOUD BUGG	R (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE		DO THESE:	
FOLLOWING:			
Change in personality/behavior			
Paller			
Wesk/sizky/nemalous	Check blood gluco	se level	
Tired/drowsy/istigued	Observe child until .	symptoms are gone. Recheck blood glucose level in 15 minutes.	
Dizzysta <u>ce</u> ering walk	If blood glucose les	vel below 70	
Headache	34°	owing sources of arear. (15 gma)	
Rapid havi rate		of juice or resular soda	
Names loss of appenie			
Clanumy anealing	<ul> <li>4 ghacose</li> </ul>		
Blurred vizion	<ul> <li>Omcore s</li> </ul>	get or cake frosting	
Instention confusion	Recheck blood gare	ose 15 minutes effer trestment.	
	Redest some tresin	nant if blacd gjecosa below 80 mp/dL	
Shared speech		t above 30 mg/dL siter second gestinent notify parent	
Loss of consciousness		A PARTY AND LAND TO THE PROPERTY TO BE A PARTY OF THE PAR	
Seizures			
, i	Call 911 immediat	ely and notify parent/guardian (treat the student first with glucugon	ur
,	gal)		
· ·		on I ma by injection * IF PROVIDED BY PARENT	
	(10 ps dous of tank	ned personnel only)	
IF CHILD IS UNCONSCOUS OR HAVING A			
SEIZUFE		s edministered inside closek esel measeaged from conside while waiting for	দিটি
· ,	to strive or charing s	súrnivistration of Chicagon)	
	Studens should be to	urned on his/her side and maintained in the "recovery" position till fully	
1	awake.		
	1 2 2 4 4 4		
HIGH	1 2 2 4 4 4	R (HYPERGYLCEMIA)	
HIGH IF STUDENT EXHIBITS ANY OF THE	1 2 2 4 4 4	R (HYPERGYLCEMIA)  DO THESE:	
IF STUDENT EXHIBITS ANY OF THE	1 2 2 4 4 4		
	BLOOD SUGA	DO THESE:	
IF STUDENT EXHIBITS ANY OF THE	BLOOD SUGA  Check blood gluco	DO THESE:	
IF STUDENT EXHIBITS ANY OF THE	BLOOD SUGA  Check blood gluco	DO THESE:  100 EVEL  100 BOUND 140 mg/dL to 390mg/dl	
IF STUDENT EXHIBITS ANY OF THE	BLOOD SUGA  Check blood gluco  If blood glucose a  Drink 8-1	DO THESE:  DOE LEVEL  BOUG <u>140 me/dL</u> to <u>390me/dl</u> 16 omces of water or DIET sods every bour	
IF STUDENT EXHIBITS ANY OF THE	BLOOD SUGA  Check blood gluco  If blood glucose a  Drink 8-1	DO THESE:  100 EVEL  100 BOUND 140 mg/dL to 390mg/dl	
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IF STUDENT EXHIBITS ANY OF THE FOLLOWING:  Incressed thirst, prination, appetite	Check blood gluco If blood glucose a Drink 8-1 Use restre Be allow	DO THESE:  see level  bove <u>140 me/dL to 300me/dl</u> to omest of water or DIET sods every bour  som as needed.  ed to carry water boule with them	fhen:
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IF STUDENT EXHIBITS ANY OF THE FOLLOWING:  Incressed thirst, prination, appetite Tired/drowsy Bhured vision Wann, dry, or flushed skin	Check blood gluco If blood glucose a Drink 8-1 Tan restro Be allow Send sand If blood glucose is	DO THESE:  the level  thour <u>140 meridl</u> , to <u>300 meridl</u> to omces of water or DIET sods every bour  some as needed  the carry water bottle with them  then back to the classroom after the fluids and no symptoms and reckeck;  below 300 send back to class and recheck in one bour.	hem
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### SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

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Agreement with Sierra Lifecare, Inc.

## **AGREEMENT**

THIS AGREEMENT is made and entered into as of this	_day 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

#### SPEECH REHAB SERVICES, LLC

(hereinafter referred to as "VENDOR"), whose principal place of business is 551 NW 77<sup>th</sup> Street, #111 Boca Raton, Florida 33487

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 15, 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

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 \$31.50/hour Thirty-One Dollars and 50/100 Cents (\$31.50) 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 \$29.00/hour Twenty-Nine Dollars and 00/100 Cents (\$29.00) per hour Hourly rate for RN's includes substitutes
  - 3) LPN Licensed Practical Nurse \$26.00/hour Twenty-Six Dollars and 00/100 Cents (\$26.00) 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 \$17.00/hour Seventeen Dollars and 00/100 Cents (\$17.00) 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 23<sup>rd</sup> 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 <a href="mailto:privacy@browardschools.com">privacy@browardschools.com</a>, 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 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 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: Victor Suvall, Executive Director

Speech Rehab Services, LLC 551 NW 77<sup>th</sup> Street, #111 Boca Raton, Florida 33487

With a Copy to: Dr. Tiffany North, Vice President of Strategic Development

Speech Rehab Services, LLC 551 NW 77<sup>th</sup> Street, #111 Boca Raton, Florida 33487

Background Screening. VENDOR shall comply with all requirements of Sections 2.10 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, 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 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) <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) Verification of Coverage. Proof of the required insurance must 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) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must 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 must include the following terms on the Certificate of Insurance:
  - 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 must 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 Annual Appropriation. 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.

### 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 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 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 <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 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-Adams, Esq kathelyn.jacques-Adams, Esq kathelyn.jacques-Adams@gbrowardschools.com Reason: Trinity Health Care Services, LLC RFP FY21-008 - Healthcare Services Date: 2020.06.16 10:41:56-04'00'
	Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

# FOR VENDOR:

(Corporate Seal)	
ATTEST:	SPEECH REHAB SERVICES, LLC
	By VVV
, Secretary	Print Name: VICEN SUNCE
Withers Down Local	Title: EXCUTIO DIMOUN
Withes	
	for Every Agreement Without Regard to etary's Attestation or Two (2) Witnesses.
STATE OF FORIDA	
COUNTY OF PALM BRYLH	
(name of officer or agent, title of officer or age (name of corporation acknowledging), a	orporation. He/she is Depersonally known to me (type of identification) as
My Commission Expires:  (	Signature—Notary Public Annelle M DelRento
(SEAL)	Notary's Printed Name  CPG 114822
ANNETTE M DERENZO Nolary Public - State of Florida Commission & GG 114822 My Comm. Expires Jun 14, 2021 My Comm. Expires Jun 14, 2021	Notary's Commission No.

### SCOPE OF WORK

- 1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.
- 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 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 5<sup>th</sup> of each month from the start of the contract:
  - (a) Monthly Quality Improvement (MQI) Report (Refer Attachment J of this Agreement)
  - (b) Diabetic Student Teaching Skills Record (Refer Attachment D of this Agreement)
  - (c) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer Attachment E of this Agreement)
  - (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Reference Attachment K of this Agreement)
  - (e) Clinic RN Supervisory School Visit (Refer Attachment L of this Agreement)
  - (f) Clinic Daily Data Collection Worksheet (Refer Attachment M of this Agreement)
  - (g) Clinic Monthly Data Collection Data Collection Form (Refer Attachment N of this Agreement)
  - (h) Report of Medication Error (Refer Attachment O of this Agreement)
  - (i) CSHS Incident Report (Refer Attachment P of this Agreement)
  - (i) Monthly Summary Log (Refer Attachment Qof this Agreement)

- 7. Completion of Care Plans: VENDOR shall complete the care plans by the 3<sup>rd</sup> 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 3<sup>rd</sup> 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
- (I) 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

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### 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.
  - 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: <a href="www.browardschools.com">www.browardschools.com</a>.
- 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 shall 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: <a href="http://www.browardhealthservices.com/forms/">http://www.browardhealthservices.com/forms/</a> 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 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) <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) 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 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:	School:
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	
Owtrowns	
Outcome:	
Plan for follow-up: yes/no	
100100100100100100000000000000000000000	
Signature & Title:	
Reviewed by Coordinated Student Health Services on: 7/2015	

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Month/Year:	
Agency:	_

# Diabetic Student Teaching Skills Record

Student Name:				
School:				
Grade:				
Parent/Guardian:_				
Phone Number:				
Learning Barriers:	Yes No (I	fyes, check all that a	ipply below)	
Age Language Financial Issues	Emotion	al/Psychosocial	Lifestyle change	
Language	Motivatio	)n	ESE	
Financial Issues	Altered F	amily Process	Other	
Learning Disability_	Ineffectiv	re coping		
Student Check	dist			
		Nurse	Student	
Teaching Content		Demonstration	Demonstration	Completion
	Date	Date	Date	Date
l				
Diabetes:				
Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical				

(Continued)

# 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				
Comments:				
-				
/18/12				

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

Date:	Reported Month:	-	Grade:
Student Name:		School Attending:	
Total Days absent for the m		t Absences	
Reasons for absences: Check	k all that apply and give number	of days	
	-	ppointments/Days [Nurs	
Dther:	***************************************	ng Agency	
Nursing Agency Assigned:			
Nurses Assigned (Name/Ti	lle):		
Have there been nurse chang	es? □No □Yes(If ye	s provide explanation below):	
	Insurance	Information	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Name of Insurance:		Expiration	Date:
Any insurance/payment concer	ns:		
	Medic	al Status	, , , , , , , , , , , , , , , , , , ,
Change in medical status:	□No □Yes (If yes, please ex	olain below and attached the requ	
changes in medical status plo Plans.	ease attach a current Authorizati	on for Medication and/or Treatme	F. ent form and Nursing Car
Agency RN Printed Name		Signature	Date
CSHS Review/Comments:			
CSHS Nurse		Date	***************************************

# 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:		
THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY O		
Type of error:		···
Describe action taken:		
Persons notified of error:		- · · · · · · · · · · · · · · · · · · ·
<u>Name</u>	<u>Date</u>	<u>Time</u>
Principal:		
Parent:		
Physician:	,,	
Health Education Services:		
Other:	· · · · · · · · · · · · · · · · · · ·	
Signature (person completing incident report):		
Follow-up information if applicable:		
Original - Principal/Cumulative Health Folder Cupy - School Nurse		
Copy - School Pairse Copy - Health Education Services		
Source: "Guidelines for Inservicing Non-Medical Personnel on N Maryland.	ledication Procedure	s." DHMH,

# **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

Student's Name:		Date	of Birth;	Grade:
School Name and Phor	School Name and Phone #:		Fax#	
Allergies:				The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
Diagnosis:				
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS
diabetic reactions, etc.): There are no extraordinary	emergency medic	mergencies that she	at school. Since	ed for this student; e.g. allergy triggers only CPR and first aid are available unt ES I NO, IF "NO", specify
Physician's Name (Printed)			Physician's Signa	
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Form #2246 Rev. 12/19				

# **Authorizing Treatment**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1450 NW 14 Court, Fort Landerdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name:	· · · · · · · · · · · · · · · · · · ·	Grade:		
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rent / Guardian Name	(Printed)	Signature of Parent / Gua	dien	
ate 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

### SPEECH REHAB SERVICES, LLC

(hereinafter referred to as "Business Associate"), whose principal place of business is 551 NW 77<sup>th</sup> Street, #111 Boca Raton, Florida 33487

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.
- (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 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.
- (1) 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.

#### **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**

#### 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.

#### 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.

#### ATTACHMENT I

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

FOR SRRC.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

## FOR BUSINESS ASSOCIATE

\ <b>\</b>	SPEECH REHAB SERVICES, LLC
Vul	BY: VICTOR SUVALL EXECUTIVE DIRROTT
Signature	Print Name and Title
Witness Witness	
The Following N	Notarization is Required for this Agreement
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
notarization, this MA 18 2020 (a title of officer or agent) of SPULLI acknowledging), a FLOR 10 D corporation. He/she is Expersonally know	nowledged before me by means of physical presence or online date) by VICE Source (name of officer or agent, Retire Secure) and who did/Ddid not first take an oath this with a day of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of land of
My Commission Expires: (e   14   202 (	Signature - Notary Public  Annette M Delento  Notary's Printed Name
(SEAL)	GG114822
ANNETTE M DERENZO  Notary Public – State of Florida  Commission # GG 114822  My Comm. Expires Jun 14, 2021	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: 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 House	rs/Day:		<del>,</del>
Administrative Issues	Yes	No	N/A
Standardized health room log used (no notes or individually identifiable health			
information  Health treatment protocols for management of chronic and complex conditions 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 (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 school administrator			
Training of UAP documented/posted (every 2 years)			
Periodic monitoring of UAP documented			
Names of trained UAP are in the Clinic Communication Binder			
Parental permission (signature) on file for each medication authorization form			
Documentation of counting medication (initial & refills) when received			
Medications stored in original container with original pharmacy label, not expired			
Medications stored in locked cabinet or locked in refrigerator (or lock box)			
OTC medication labeled with students name, not expired			
Expired medications stored in labeled container in separate locked 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 Physician Authorization 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.)	Yes	No	N/A
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 additional school			
staff) and coment certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911			
amergency poster throughout the school	_		
First aid supplies and emergency equipment available, and not expired. (see School Health Guidelines, Section IV, Chapter 21 for recommendations)			
AED unit is properly maintained with documentation bi-weekly	7		
Documentation that Blood Borne Pathogens DVD has been viewed by staff			
PACELLICINGTION and DIOOR DOLLE I BRIOLENS DATA HAS SOME ASSESSED.		<del></del>	•

Health Room	Yes	Ne	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	1		7574
	Yes	No	N/A
Screenings System in place to track failed health screenings	ļ		
Nurse participates in Follow up process			····
Heiken Vision referrals sent to parents of students who failed vision two times			
Immenizations	Yes.	No	N/A
Immunization Compliance list available	<u> -                                    </u>		
Nurse/HST collaborates with school IMT regarding students who are out of			
compliance (sending out letters)			37/4
Trainings	Yes	No	. N/A
Identify students who have current Epi-Pen, Glucagon or Diastat Medication		j	
Authorization on file in clinic	ļ ļ		
Emergency Plan of care in place for Epi-Pen, Glucagon, and Diastat	ļ		
Monthly health education for the school	<u> </u>		L

□Nursing Supervisor □ CSHS	
	□Nursing Supervisor □ CSHS

Revl 13016



# Coordinated Student Health Services Marcia Bynoe, Director

# MEDICALLY FRAGILE SUPERVISORY OF CHECKLIST

	/ 16 STATE	A. I.	
SUPERVISOR NAME:	DATE:		
Nurse' Name:	Agency	1	
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	<u> </u>		
Student's Medical Equipment			
Has all needed medical equipment as listed on the			
Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment	ļ		
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		İ	
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		1	
documentation			
Student's Chart/Binder:		<u> </u>	
School Information: Release of Information			
Code Blue Procedure is documented in binder at			
assigned school			
-School Information Sheet			

# ATTACHMENT K

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	
School:	
IEP reflects how students medical status impacts	
their education	
Plan for above deficiencies:	
(Use lined page for further documentation)	
Date of expected correction(s)(2 weeks maximum):	
	****
D11	Date
RN name/Signature	

## Clinic RN Supervisory School Visit

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

#### SKILLS REVIEW

Glucose Monitoring	
Glucagon Administration	
Insulin Administration	
Insulin Syringe	
Insulin Pen	
Insulin Pump	
Carbohydrate Counting	
Nebulizer	
EpiPen	
Diastat	
Medication Administration	
Other:	

#### CLINIC REVIEW

Quality Improvement Form	
Consultation with school staff	
504 Meetings	
IEP Meetings	
Child specific training	
Health Education class	
Other:	



#### Coordinated Student Health Services Marcia Bynos, Director

# Clinic Daily Data Collection Worksheet

Yame	Agency:		Nlonth:
Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education	NEX		
Total	2 (2 ) 2 (2 ) 2 (2 )		
Nursing Assessme	Data nts	Total	
Nursing Assessme	n <b>ts</b>		
Care Plans Comp	eted		
Trainings Provide			-
Health Screenings	for Absent Students		
Health Screening	Follow-up		
Students Returne	l to Class		·
Students Sent Hor	10		· · · · · · · · · · · · · · · · · · ·
911 Calls			



#### Coordinated Student Health Services Marcia Bynos, Director

## Clinic Monthly Data Collection Worksheet

Name:		Agencya		Month:	
Type o	Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings A	Nended
504				<u> </u>	
IEP					
General E	ducation		-		
Total					
	Care Plans Complete				
	Nursing Assessments				
	Trainings Provided				
	Health Screenings for	Absent Students			
	Health Screening Foll	ow-up			
	Students Returned to	Class		· · · · · · · · · · · · · · · · · · ·	
	Students Sent Home				
	911 Calls				

# Report of Medication Error

Name of School:		and the second of the second of		
Name of Student:				
Birth Dute:				
Date and time of error:				
Name of person administering me	dication:			
Name of medication and dosage p				
Describe circumstances leading to	error:			
Type of error:				
Describe action taken:				
Persons notified of error:				
Nar	ne	Date	Time	
		-X		
Principal:				
Porent:				
Physician:	. / 144			
		gen a hingen. It has to the the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the		
Other:	·			
Signature (person completing inci	•			
Follow-up information if applicab	le:			
emake to the the the transfer wheels and the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the transfer to the t				
Original Principal/Cumulative Health	Folder			
Copy - School Nurse				
Copy - Health Education Services				
Source: "Guidelines for Inservicing Non-My Maryland.	dical Personnel o	n Medication Peocesium	s,* DHMH,	



# Coordinated Student Health Services Marcia Bynoe, Director

# **CSHS Incident Report**

Date:	Time:
Student:	School:
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	

Monthly Summary Log

	C UAP (NST@chool Besignee)  1 F11 Sarrows 2 Energlarry Room 3 Relumed to Class 4 Sent Nother 1074A, Outscores	Sent Herre  5 Other  TOTAL TO:  1 \$11 Services  2 Entrepetry Room  2 Returned to Class  4 Sert Home  5 Other	Table 1: Total Visits Table 2: Outcome Disposition by Provider a Total # Student Visits 0 : +11 Sankes 0  10184: 0 : Energing Room 0  10184: 3 Returned to Class	HEALTH School Name/Lavel: School Type:D Basic D Cor
	000000	777758 000	Provider a c	nprehensny
20 Specimen Codes heeling 21 Specimen Codes heeling 22 Versibetter bestered dans 12 Versibetter besteredert dans 12 Versibetter besteredert dans 12 Versibetter besteredert dans 13 Fest Ad (503) 14 Other 17 TOTAL OTHER PROCESSINGS 10 FALLESS & PROCESSINGS	Cartary Glucture Cartaria Cartaria Cartaria Cartaria Cartaria Cartaria Cartaria	5 Eye 6 Eye 7 Kons 9 Rectal 9 Rectal 10 Injection 11 Intravenus Treatments 12 Other Routes 12 Other Routes 13 Total Rectanges by phone	Table 3: Medications One 1 One 2 Equipments of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second	Health Room Staff Namoffide:  D Comprehensive   UFull Service   Health Provider Type: [
			Table 4: Direct Services Provided By  C 1 RNARND 0 C 2 LPN AGND 0 C 3 Heart Suppor Tech 0 C 4 Scrool Despries 0	DAN CIEN CHRI
A:3Z:4Zti		5 Healthy Start 5 Sprint Health Services 7 Kotene 1 8 Health Services 9 Health Pearly Provides 10 Sprint Work Services 11 Subst Actuse Count 12 Page 1 13 No Rectand	# U M - K	Data: □ School Designee
·			8 9 9 9	

# Broward County Public Schools Coordinated Student Health Services

# Contracted Agency Nurses Accountability Checklist

AGENCY NAME:	D	ATE:	<del>-</del>
SCHOOL:			
NURSING SUPERVISOR:			
NURSE:			
PROCEDURE  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	· .		

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			

# Contracted Agency Nurses Accountability Checklist

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance syith 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 Nurse Signature:		DATE:	
		•	
District Chronic Health Nurse Com			
Signature:		Date:	



#### Corrective Action Plan

School	Agency	D	Jate
Description of Corrective Action:			
Corrective Action Taken:	244.7		
Evidence of Completion of the Corrective	Action:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Title/Role of Responsible Persons:			Bate of Completions
		-	.1
Employee Name/Title		Employee Signature/Date	
Employee Name/ Huc		Elibio) on aighteen was	
Supervisor Name/Title	Andrew Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the	Supervisor Signature/Dat	e
Reviewed by Coordinated Stu	idant Haalth Sor	virec:	
MANISMASS TÀ CONTRIBUTES SE	ianitr transfit 361	z eww.	
Name/Title		Signature/Date	



# Request for Corrective Action Plan

Date:	Time:	
School:	Agency:	<del></del>
Employee Name/Title:		
Issues found upon clinic audit:		
Supervisor to visit clinic upon receipt of t Health Services within seven business day	his request and submit a corrective actions.	n plan to Coordinated 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.
	<ul> <li>Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6th grades and new to state in grades k through 5th</li> </ul>
	<ul> <li>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.</li> <li>District Health Techs conduct vision, BMI and hearing screenings.</li> </ul>
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 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 (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

Police School	200
MLE:	
ichool Health Sr	ervi

## **AGENDA REQUEST FORM**

	THE	SCHOO	L BOARD OF BROWARD	COUNTY, FLORIDA		
Polic school	MEETING DATE	2018-10	0-02 10:05 - School Board (	Operational Meating	Special Orde	r Request
ITEM No.:	AGENDA ITEM	ITEMS			Tim	
F-1.	CATEGORY	F. OFF	CE OF ACADEMICS			
	DEPARTMENT	Coordin	ated Student Health Servic	es	Open A	_
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		ren the pito	ched 2018-2020 School Health Sc	rivious Plan, which describes the	school health services t	n he provider
o students.						
SUMMARY EXP	ANATION AND BA	CKGRO	UND:			
See Supporting Docs this plan will be excel  SCHOOL BOAR	for continuation of Summ And after School Board i  D GOALS: Igh Quality Instruc	nary Explan	Groward County and the Florida f college and Background.  Goal 2: Continuous Imp		Effective Commu	nication.
EXHIBITS: (List)		/ <del></del>				
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BOARD ACTION	ħ.		SOURCE OF ADDITIONAL			
APPR	oved		Name: Michaelle Valbrur	n-Pope, Chief Stu Sop Init	Phone: 754-32	1-1660
(For Official School	Based Recycle Office Only)		Name: Marcia Bynce, Di	rector	Phone: 754-32	1-1575
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## 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:

Position	Name and Signature	Date
	Paula Thaga MD	
Local Department of Health Administrator / Director	Branted Name	10-26-18
Administrator / Unected	Standing COD	10-00-13
	Barbara Boxeman	- PYM
Local Department of Health Nursing	Printed Hornes	
Director	Raibaid Katema	10/18/18
	Signature	One
	Moureum O'Keiffe	10/18/18
Local Department of Health School Health Coordinator	Printed Name / /	سخار / قارا ب <i>ه</i> ر
	mausun o Lufte	70 // 8 / //) Date
	NORA KUNZEL	10/2/18
School Board Chair Person	M printel Home []	
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	Signature 1	Osts 1
<b></b>	Kobart W. Kunghe	
School District Superintendent	La Maria Municipa	16/0/18
	Superare	Ofte
	Manais Amy	
School District School Health	Principal X U.B.	70/4/18
Coordinator	118/1	
	Signature	Dole
	mauren o Kufte	0/18/19
School Health Advisory Committee Chairperson	Mr. Printed Name	VI to low
	Maurine Kuffe	
	Cindy Arenbera Seltzes	
School Health Services Public /	Printed Name ()	7.1.7
Private Partner	Cendy (hearless tot)	10/8/18
	Stepfolar AN 2018-2020	Sate .

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:

- Pert 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 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 (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 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

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preserve the confidential and exempt nature of this information. It should not be inspected or copied by or provided to enyone 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.

	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 chalrperson, and the local CHD medical director/edministrator.	LEA DOH	The local school health services plan will 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/edministrator.		
Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistence 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 plat 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.	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	The local school health services plan will describe employing or contractin for all health-related staff and the supervision of all school health services personnel regardless of the funding source.		

# ATTACHMENT V

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
te. 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.	DOH	The LEA and DOH Broward have a designated ARNP and RN, respectfully, responsible for the coordination of planning, davelopment, implementation and evaluation of the program. These two positions 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.		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	Protecots 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.

#### ATTACHMENT V

	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 its 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. Datermine 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 echool 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:

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64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3b. Emergency information card for each student should be updated each year.	LEA	(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 (a) Documentation of injuries and documentation of episodes of sudden illness referred for emergency health care; (f) Documentation of any nureing 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 (h) Documentation of physician's orders and parental permission to administer medication or medical treatments given in school.  At the beginning of each school year, or upon new student entry, students will submit emergency
	each student should be updated each	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, allergies, significant health

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## ATTACHMENT V

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-8.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C.,	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DCH-Broward, LEA and School Health Providers will perform school entity and on-going assessments of student's health needs according to Chepter 64F-6.001(6), Florida Administrative Code.
6A-6.0251, F.A.C.	4b. For day-lo-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 achools 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)(e)(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.	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.	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 achools for the first lime 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 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,
	Sb. 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 reterral 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	10s. 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 file at the LEA, CHD and at each school. Minimum provisions include: sludent 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 aid and a list is posted in key locations.	LEA DOH Broward School Health Providers	Health Room staff and two additional non-medical etaff 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

## ATTACHMENT V

#### **Broward County**

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 line 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 Ald supply list to monitor adequacy and expiration of first ald supplies, emergency equipment and facilities.
10e. The school principal (or designee) shall assure first ald 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 litness 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

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## ATTACHMENT V

	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.		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 undernsured 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-6.006(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.; Chaplers 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

19. 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)(a), 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. 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 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 perent/guardian can notify the school should they choose to opt out of school health services for their children.

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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 Cannabls 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. 1006.062(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 white 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 Selling	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 guidetines, 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-apecific 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 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 epinephrine 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	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	N/A	N/A
s. 499.003, F.S. for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a	schools where the epinephrine auto- injectors are stocked.		
student has an anaphylactic resction. 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 section must be conducted by a nationally recognized	designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-	N/A	N/A
organization experienced in	injectors (not prescribed to an individual		

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 s. 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 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 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 practitioners. 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 ansure 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. At 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, 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 dated by the RN and the  trainee.	LEA DOH Broward Sohool 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).

32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0058, F.S. must meet tevel 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 Fiorida Statute.

PAR	PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)			
References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities	
Acterences/Resources 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, rether than supplent, 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

		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 reterrals 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

		guidelines/policles/curriculum, individual and group counseling is available.
34i. Collaborate with Interagency Initiatives to prevent end reduce teen pregnancy.	LEA DOH Broward	Link to leen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and raducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
34]. Facilitate the return to school after delivery and provide interventions to decrease repeal 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 prenatel 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 SCHOOLS (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 nutrillonal services.	LEA DOH Broward School Health Providers	Full Service Schoots 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

						School Name:	
e (lf Applicable): _		<del></del>		Ci	irele Type of Care Pr	oviding: Clinic Direct Care	to Student (1:1)
Day of Week	Date	Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time	Signature and Position of Sch Staif Verifying Time	nol Name of School
Monday							
Tuesday							1
Wednesday							
Amazon							
Thursday					1 3		1
Friday							
44							
lenature:				T	otal Number of Hour		L

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

cy Name:		Nurse !	Name:		RN/LPN:
ol Name:					
t Name:					
Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signatur
Monday					
Tuesday					
Wednesday					-
Thursday					
Friday					·
Number of Hours Works	ed:				
oyee Signature				Agenty Nursin	g Administrator Signature
					e supervisor who nuthorized the time, an

## **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:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1400 NW 14th COURT

**COORDINATED STUDENT HEALTH SERVICES** 

ATTN: MARIA TORRES

FT. LAUDERDALE, FL 33311

ESE 🔲

504

LPNRN	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
			<del> </del>			
	TOTAL DUE:					\$1,840.00

Make checks payable to:

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

Print Name	Agency Name		
Signature	Title	Date	
Kronos User Agreement Created: 4/18/2016			Page 98

#### ATTACHMENT Z

#### STUDENT MEDICATION LOG Allergies \_\_\_\_\_ \_\_\_\_Hm Rm Teacher \_\_\_\_\_ Student's Name: \_\_\_\_\_\_ DOB: \_\_\_\_ School: \_\_\_\_\_ Phone # Fax #: Diagnosis : Doctor: \_\_\_ Side Effects: \_\_\_\_\_ Month/Year: \_\_\_\_\_ Special Instructions: \_ \* Record the amount of Medication received (i.e. # of pills, amount of Equid) 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: Hääe DOSAGE ROUTE A-absent O-out of medication F-field trip V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side Date . AM Initials PM laitiata Initials PM Initials ΑM hitials PM Initials AM Initials PM Initials Signature/Initials/Date for each week.

Signature/Initials: \_

Signature/initials:\_

Rev. 9/27/10

Signature/Initiats: \_\_

Signature/Initials: \_\_

#### STUDENT MEDICATION LOG

		NOTI	ES	
ME	TIME	DATE	TIME	
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			<del></del>	
				<del>-</del>
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		•		
_				
-				
	100	MENTATION OF RECEIP	OF MEDICATIONS	

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

Rev. 9/27/10

# 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 \_

Fax (754) 321-1687

Date \_\_\_\_\_

Parent/Guardian Responsibilities:	
Parents must notify schools prior to enrollment Diabetes and will provide school with the follow Diabetes Medication/Treatment Authorization Emergency phone numbers where they can be Back up emergency contacts and phone number Student's snack and meal schedule Meter to test blood glucose with test strips and Chucose tabs or gel and glucagon kit if needed Insulin and syringes Snacks and juice for treatment of low blood su If student is on an insulin pump the parent of Extra infusion set and reservoir Insulin and syringes Extra batteries for pump Amount of carbohydrates in snack and lun	ring: Form (completed and signed by physician and parent/guardian) reached at all times ers  I lancets I for treatment of extremely low blood glucose agar will also provide:
school and fax Diabetes Medication/Treatment. The school must make parent aware that it may The school will be responsible to provide the stu  Training for all staff who will be involved with Implementation of a 504 Plan if indicated Appropriate place for student to keep supplies Place to test blood glucose and administer insu Trained staff to assist student as needed with b Trained staff to administer Glucagon in accord Form.	a student during the school day  lin considering student's preference (clinic versus classroom) lood glucose testing and insulin administration lance with student's Diabetes Medication/Treatment Authorization ment for blood glucose levels which are outside the targeted range in lan m and on the bus
Parent's Signature	School Representative's Signature

COORDINAT Phone (754	ARD OF BROWARD ( FED STUDENT HEALT ) 321-1575 Fax (7: edication/Treatment A	TH SERVICES 54) 321-1687	
Studend's Name:		Oate of Birth: Date:	
School Name:		GradeHonseroom	
CONTACT INFORMATION		······································	
Parent/Guardian #1:		Phone Numbers: Home	
Work		Cefular/Pager	
Parent/Guardian #2:		Phone Numbers: Home	
Work Physician/Healthcare Providers;		CeTular	
Other Emergency Contact:	Phone Number:	Home:	
Relationship:			
EMERGENCY NOTIFICATION: Notify parent/guardian of the and emergency contact listed above  a. Loss of consciousness or seizure (convulsion) immediately  b. Blood Glucose in excess of 300 mg/dl  c. Positive urine ketones.  d. Abdominal pain, nausea/vomiting, diambea, fever, altered it	y after Glucagon given	and 911 called.	,
	· · · · · · · · · · · · · · · · · · ·	een bained by Healthcare Profes	······································
Nerrity Diagnosed: ☐ Yes ☐ No Needs supervisi		***************************************	
Time to be performed:    Before breakfast   Mid-moming (before snack   Before lunch   Dismissal     Place to be performed:   Clinic/Health Room   CONTINUOUS BLOOD GLUCOSE MONITOR (CGM)   Yes     Alarms set for   High   DLow   Note: always or	☐ Mid-akemoor	r signs/symptoms of lowhigh bloc	Bus
INSULIN INJECTIONS DURING SCHOOL: Yes No if yes, can student determine correct dose? Yes No Needs supervision: Yes No Insufin Delivery: Syringe/Vial Pen Pump (If pump v	Student has been train Draw up correct dose?	ed by Healthcare Professional ( □ Yes □ No Give own Injec	Yes No
Standard daily Insulin at school: TYes No	Correction dose of	Insulin for High Blood Glucose	: Yes No
Type: Dose: Time to be given:	If yes, 🗖 Apidra 📋	Humalog D NovoLog	
	Insulin correction	•	
	1 —	dose for blood glucose greater th	anng/dI and at least
Calculate insulin dose for carbohydrate intake:	hours since la	ist insulin dose.	T
( Yes ( No	Determine dose per	sliding scale below:	USE FORMULA:
If yes use: Apadra 🗀 Humalog 🗀 NovoLog	Blood sugar: Less the	en Insulin Dose	BLOOD GLUCOSE
	Blood supar:	Insulin Dose	MINUS
	Blood sugar.	Insulin Dose	DIVIDED BY
Add carbohydrate dose to correction dose	Blood sugar:	Instilia Dose	EQUAL # Unit(s) INSULIN
	Blood sugar		
	Blood sugar	Insulin Dose	
	Blood sugar.	Insulin Dose	
OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: Name of Medication Dose Ti	Yes No	Route Possi	ble Side Effects

Recisci 3/1916 Diabetes Medication/Treatment Authorization - Page 2

EXERCISE, SPORTS, AND FIELD TRIPS: Blood glucose monitoring and snacks as indicated. Easy access to sugar-free liquids, fast-acting carbo Child should not exercise if blood olucose level is B	hydrates, snacks, and blood glucose ntonitoring equipment. ELOW 70mo/dL or if GREATER THAN 360 with ketones.
MANAGEMENT OF HIGH BLOOD GLUCOSE (ove	r 240 mg/dL)
Symptoms for this student:  Inoteased thirst, urination, appetite Tired/drowsy Burred vision Warm, dry, or flushed skin Nausea/Vomiting Other: Headache or Behavioral Change	Indicate treatment choices:  Sugar-free fluids as toterated Check urine ketones if blood glucose over 300 mg/dL Notify parent if urine ketones positive. May not need snack: coll 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/remulous  Tired/drowsy/fatigued  Dizzy/staggering walk  Headache  Rapid heartbeat  Nausea/loss of appetite  Clammy/sweating  Burred vision  Inattention/confusion  Shured speech  Loss of consciousness  Seizures  Ciher:	Indicate treatment choices:  If student is awake and able to awallow, give 15 grams fast-acting carbohydrate such as:  40z. Fruit fuice or non-diet soda or  3 -4 glucose tablets or  Concentrated gel or tube frosting or  8 oz. Milk or  Other  Retest Blood Glucose 10-16minutes after treatment Repeat treatment until Blood Glucose over 80mg/dL  Follow treatment with snack of 15 to 20 grams of complex carbohydrates if more than 1 bour till next meal/snack or if going to activity (i.e. P.E. or recess)  Other  If student is vomiting or unable to swallow, administer Glucose gel or Glucagon (See below for specific directions)
	IMPORTANT!!
Call 911 immediately and notify parents / guard Glucagon 1/2 or 1 mg IM (injection) should I Glucose gel 1 tube can be administered insadministration of Glucagon by any trained s	presume the student is experiencing a <u>low</u> blood glucose level and: dian. (delegate this to another person while you treat glucagon or gel) be given by trained personnel * <u>IF PROVIDED BY PARENT</u> ide cheek and massaged from outside while waiting for help to arrive, or during taff member at scene.
****	mainfained in this "recovery" position till fully awake.
Comments:	
Physician /Healthcare Provider Signature:	Date:
	Phone number:
LOCATION OF SUPPLIES/EQUIPMENT: To be comple	ited by school health personnel.
Blood glucose testing equipment: Glucagon emergency kit;	
	Shack Foods:
rast-ading carbonyorate:	
I grant the licensed nurse or health support technician pinsulin either by injection or pump, and treatments/proceed to official school events. I have reviewed understand a	ermission to assist with or perform the administration of each prescribed medication, including dures for my child during the school day. This includes when heishe is away from school properly ad agree with the medications/treatments prescribed by the physician/healthcare provider on this a change in the medication/treatment plan prior to its expiration 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	Phon			<del></del>	
LOV	BLOOD SUGAR (HY)	POGLYCEMIA)	)		
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:		DO TH	ESE:		
Change in personality/behavior Pallor Westo'saky/tremulous Tired/drowsy/fistigued Dizzy/staggering walk Headache Rapid heart rate Namea/loss of appetite Clanmy/ sweating Biured vision Inattention/confusion Shirted speech Loss of consciousness Seizures	Check blood glucose level  Observe child until symptom If blood glucose level below Give one of the following so  4 cunces of juice of  4 glucose tabs  Chucose get or calo Recheck blood glucose 15 m Repeat above treatment if blo If blood glucose not above 30  Call 911 immediately and n	70  rees of sugar: (15gm regular toda  fosting mutes after treatment od glucose below 80  mp/dL after second	ne) m <u>e/dL</u> trestment notify pares	t	
IF CHILD IS UNCONSCOUS OR HAVING A SKIZURE	gel) Administer Ghoragon 1 mg b (To be done by named person (Glucose gel can be administrate arrive or during administrate) Student should be turned on h awake.	wsi only) red inside cheek and tion of Glacagon) is her side and main:	rnassaged from outsid	e while writing for help	
HIGH	<b>BLOOD SUGAR (HYP</b>	<b>ERGYLCEMIA</b>	)		
IF STUDENT EXHIBITS ANY OF THE		DO THE			
Increased thirst, urination, appetite Tired/drowsy Blured vision Warm, dry, or flushed skin Nausea/Vorniting	Use restroom as nee Be allowed to carry Send student back to If blood glucose is below 300  Check urine ketones If turine ketones are Administer insulin i	of water or DIRT sode cited water bottle with the othe classroom after of send back to class a mg/dl. ALSO: present, call parent if fordered any have consumed fluck in one hour, omitting, stormachach	ne every boar  the fluids and no syng and recheck in one ha  minediately! Do not a  tuids and have no symp  to or letherey confact	tion exercise.  proms send back to the  marent impediately.	
A copy of this plan will be kept in the school of notified if a student has a plan on file in the offi initiate the appropriate procedures as described.	fice and copies will be given ce. The following staff men	i to the school admi bers have been trai	inistrative staff. Tea ned to deal with an	chers will be	
4 3		ń			
Reviewed by School Health Personnel:	Name-Title	/ Date	NameTitle	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:Pump Resource Person:	PH	one/Ce	l: isee b	asic diabetes plan for p	arent phone #1			
Child Lock On? Yes No How long has the stud								
Blood Glucose Target Range:	Pumn in	engio.	ET Humalog	NovoLog	☐ Apidra			
Insulin: Carbohydrate Ratios:		20:0 C	FILITITION	T	T think			
Student to receive insulin bolus for carbohydrate intake imm	edialely bela	re or	minutes het	five esting.				
Lunch/Snack Boluses Pre-programmed?    Yes								
Insulin Correction Formula for Blood Glucose Over Target:								
Extra pump supplies furnished by parent guardian: []insulin				Tdressing/tage Flig	sulin			
Dinsulin syringes/pen	1305	C1 20113	Chaneses F	Total and to be	isujuji			
STUDENT PUMP SKILLS	NEEDS HE	LP?	IF YES, TO BE	SSISTED BY AND CO	MMENTS			
Independently count carbohydrates	Yes	No						
Give correct bolus for carbohydrates consumed  Calculate and administer correction bolus	Yes Yes	No I						
Recognize signs/symptoms of site infection	Yes	No						
Calculate and set a temporary basal rate	Yes	No			·			
Disconnect pump if needed	Yes	No						
Reconnect pump at Infusion set Prepare reservoir and tubing	Yes Yes	No No						
Insert new infusion set	Yes	No						
Charles added and the second of the second of	1 744	No						
Troubleshoot alarms and malfunctions	Yes	No						
Troubleshoot alarms and malfunctions Re-program basal profiles if needed MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE	Yes	NO	n hario diahalan mas	dinei manazarana taian	Aud to addition:			
if blood glucose over target range 4 hours after last bolus or cart	bohydrate inta	ke, slude	ent should receive a co	median bolus of insulin I	using formula:			
Blood glucose - + = units	s of insulin				-			
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Check usine kelones	is linkly bile!	IN ST DO	no Aisest					
2. Give correction bolus as an injection								
3. Call parent								
4. Trained student/parent to change infusion set								
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If seizure or unresponsiveness occurs: 1. Call 911 immediately (or designate another individu	සෝ (ග ප්ප හෝ							
Call 911 immediately (or designate another individual to do so).     Treat with Glicagon (see basic Diabetes Medical Management Plan).								
3. Notify parent/guardian								
Do not stop or disconnect pump.								
ADDITIONAL TIMES TO CONTACT PARENTS								
Soreness or redness at infusion site			ection given					
Detachment of dressing/infusion set out of place Leakage of insulin	C)	лег						
Effective date of pump plan:	******							
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Physician/Healthcare Provider Name:								
Phone Number: Office								
Parent's Signature:			Date:					

Revised 5/19/10

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## SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

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Rev. 9/2010

## **AGREEMENT**

THIS AGREEME	NT is made and	l entered into	as of this	da	ay 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

## TRINITY HEALTH CARE SERVICES, LLC

(hereinafter referred to as "VENDOR"), whose principal place of business is 6151 Miramar Parkway, Suite 101 Miramar, Florida 33023

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 December 30, 2019 (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 \$30.16/hour Thirty Dollars and 16/100 Cents (\$30.16) per hour Hourly rate for RN's includes substitutes
  - 3) LPN Licensed Practical Nurse \$27.31/hour Twenty-Seven Dollars and 31/100 Cents (\$27.31) per hour Hourly rate for LPN's includes substitutes
  - 4) RT Respiratory Therapist \$28.26/hour Twenty-Eight Dollars and 26/100 Cents (\$28.16) per hour Hourly rate for RT's includes substitutes
  - 5) Unlicensed Assistive Healthcare Personnel \$15.91/hour Fifteen Dollars and 91/100 Cents (\$15.91) 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 23<sup>rd</sup> 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 <a href="mailto:privacy@browardschools.com">privacy@browardschools.com</a>, 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) <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 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 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:

Gabriel T. Smith, CEO/Administrator Trinity Health Care Services, LLC 6151 Miramar Parkway, Suite 101

Miramar, Florida 33023

With a Copy to:

Marie Smith, COO/CFO/Owner Trinity Health Care Services, LLC 6151 Miramar Parkway, Suite 101

Miramar, Florida 33023

Background Screening. VENDOR shall comply with all requirements of Sections 2.10 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) <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 must 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) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must 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 must 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 must 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 Annual Appropriation. 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.

# 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 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 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 <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 <u>Force Majeure</u>. 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.

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# **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@gbrowardschools.com  Reason: Trinity Health Care Services, LL-RFP FY21-008 - Healthcare Services  Date: 2020.06.16 10:29:42 -04'00'		
	Office of the General Counsel		

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	TRINITY HEALTH CARE SERVICES, LLC
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Secretary	Print Name: GABRIEL SMITH
M. P. Suth	Title: CEO/ADMINISTRATOR
Wilness	
Chéhele Mathiere	
Witness	
The Following Notarization is Re- Whether the Party Chose to Use	quired for Every Agreement Without Regard to a Secretary's Attestation or Two (2) Witnesses.
STATE OF Fleville	
COUNTY OF Bravacel	
	knowledged before me by means of physical presence
or $\square$ online notarization, this $\square \square \square \square$	1120 Control Stockly Control Control
(name of corporation acknowledging)	Hada is II norsonally known to me
incorporation) corporation, on behalf (underline) or has produced ☐ identification and who \(\text{Idid}\) \(\text{Idid}\)	
identification and who Educated Land Land 1, 2020.	1/
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	Jyana Con releas
(SEAL)	Notary's Printed Name 66920350
Contalez	Notary's Commission No.
Comm. FGG927, 2023	
Explies Thru Aaron Notary	4 <sup>4</sup>

#### 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 must 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 must 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 must 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 must be completed by VENDOR and submitted by the 5<sup>th</sup> 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)
  - (i) Monthly Summary Log (Refer to Attachment Q of this Agreement)

- 7. **Completion of Care Plans:** VENDOR shall complete the care plans by the 3<sup>rd</sup> 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 must be completed by the 3<sup>rd</sup> 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 must 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 must 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 must attend professional development workshops held three (3) times per school year.
- 13. RN Supervision Ratio: VENDOR must 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 must 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 must 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 must 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 must adhere to the following process. If an issue or concern arises, the Principal or Principal designee must be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must 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 must 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 must 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

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# 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) must have credentials equivalent to the individual whom they replace, and their credentials must 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 must 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 healtheare 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, must show complete purchase order number and work performed, shall be submitted to SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23<sup>rd</sup> 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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: <a href="http://www.browardhealthservices.com/forms/">http://www.browardhealthservices.com/forms/</a> 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" must 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 must 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 must 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 must be given to the student's school at the end of the school year. These notes must be placed in the student's CUM Health Record folder. If there is a termination of services, the copies must 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 must 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 must accompany the student to and from school daily unless otherwise directed. VENDOR must use the Kronos time system to record arrival and departure from school premises. The district approved timesheets must 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 must 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 must be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to CSHS at least one week before the expiration of the current authorization.
- C. All documentation of care for students must 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 must include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes must-include the time the student boards the bus and the time the student arrives home. The healthcare personnel must 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:	School:
Agency:	Employee Name/Title:
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	
	·
Outcome:	
	-
Dlan for follow on yearing	
Flate for tonow-up. Yes:110	
·	le:
Reviewed by Coordinated Student Health Services of 7/2015	on:

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Month/Year:_	
Agency:	

# Diabetic Student Teaching Skills Record

School:		***************************************		
Grade:				
Parent/Guardian:_		•		
Phone Number:				
Learning Barriers:	Yes No	(If yes, check all that a	pply below)	
/Ee <sup></sup>	Emotio	nal/Psychosocial tion Family Process tive coping	Lifestyle change	<del></del>
anguage	Motivat	don	ESE	
inancial issues	Altered	Family Process	Other	
-earming meanimy_	menec	ave coping		
Student Check	dist			
		Nurse	Student	
Teaching Content	Instruction	Demonstration	Demonstration	Completion
	Date	Date	Date	Date
Diabetes:				
Disease Process				
Hyperglycemia				
Hypoglycemia			WAREHOUSE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CO	
Blood Glucose:				
How to test		·	1	
Blood Glucose:		-		
When to test				
Physical				
Activity/Exercise				

(Continued)

Student Name:\_

# 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				
lomments:				
	***************************************			
Nurse Name (Print):				
Vurse Signature:				

6/18/12

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

r rease somme das re	port with the RN Supervisor Report,		_		
Date: Reported Month: Grade:			Grade:		
Student Name:		School Attending:			
	Stud	lent Absences			
Total Days absent fo	or the month:				
Reasons for absence	s: Check all that apply and give num	ber of days			
□Ilness/Days		□Appointments/Days	[Nursing issues/Days		
□Other:					
	Nu	rsing Agency			
Nursing Agency As	signed:				
Nurses Assigned (N	Jame/Title):				
Have there been nurs	se changes? □No □Yes(	If yes provide explanation b	elow):		
		nce Information			
Any insurance/paymer	of concerns:				
	M	edical Status			
Change in medical	status: ⊡No ⊡Yes (If yes, please	e explain below and attack	ued the requested information):		
changes in medical s Plans.	status please attach a current Authori	zation for Medication and	I/or Treatment form and Nursing Care		
Agency RN Printed	Name	Signature	Date		
CSHS Review/Com	ments:				
CSHS Nurse		Da	te		

# Report of Medication Error

Name of School:	rainindings the same and driving the same in the same	200
Name of Student:		Service California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de California de Californ
Birth Date:		
Date and time of error:	MPIN	
Name of person administering medication:		
Name of medication and dosage prescribed:		
Describe circumstances leading to error:		
Type of error:		
Describe action taken:		
Persons notified of error:	anak kanapagangangangan dapaman cengun seri sanggan anganagan menend	estimation et d'in exigle d'un redinant dans plantes de such
Name.	<u>Date</u>	Time
Principal:		
Parent:		
Physician:		demonstrate additional 2.5 d.2.5 h.17 d. s articultural destruitings actor velocita to a tom
Health Education Services:	. (1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	
Other:	$\widehat{\varphi}_{m,n,n} = \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n} \operatorname{cond}_{\mathbb{R}^n}$	Programme of Company of Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of t
Signature (person completing incident report):		
Follow-up information if applicable:		
Original - Principal/Comulative Health Folder Copy - School Nurse	vanouvana vanouvana varon sarvos sarvos delirido vanouva va molton	week and the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the c
Copy - Health Education Services		
Source: "Guidelines for In-servicing Non-Medical Personnel on Maryland.	Medication Procedur	es.º Dimil.

# **Administering Medication**

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

Student's Name:		Date	of Birth:		Grade:
Student's Name: School Name and Phone #:			Fax#		
Allergies:			and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	Attanton to the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second	
Diagnosis:	***************************************				
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL SIDE EFFE	INSTRUCTIONS/
List any emergency precaut	ions/health e	merzencies that sh	nuld be anticinat	ed for this stud	lent: e.o. allerov triopers
diabetic reactions, etc.): There are no extraordinary en 911 arrives, is this a	rergency medio dequate for	al services available student survival	e at achool. Since ? ** T	only CPR and ES [] NO,	first aid are available usti IF "NO", specify
Physician's Name (Printed)			Physician's Sign	ature	
			Physician's Tele	phone & Fax No	ımbers
Physician's Office Address			Date Completed		
This information will be obtained by S	ichool Hourd Distri	ct Personnel			
•	PARENT	AL PERMISSION TED BY THE STUD			
Student's Name:		Date of Bir	th:	Grade:	a-regiones in the explination for the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication of the explication o
I grant the principal or his / her during the school day, including by his/her physician to self-admi and when they are away from a medication, I give permission fo	when he/she is mister their med chool property i	away from school pro ication(s), I grant pen or official school eve	perty for official so nission for my child nts. In the event th	chool events. If r d to self-adminis at my child is u	ny child has been authorized or their medication at school table to self-administer thei
NOTE:  • Medications must be supplabeled containers, providin • School personnel may admi • It is your responsibility to n	g one for home : nister only medi	and one for school. cations authorized by	a physician.		on into two completely
Parent Guardian Name (Printed			re of Parent / Guar		
<b>V</b>	•	47			
Date Signed	المراجع والمراجع المراجع المراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع	Contac	t Phone Number		42
Form #2240 Rev. 12/19					

# **Authorizing Treatment**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdate, FL 13311 AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name:	11.7 11.7 11.7 11.7 11.7 11.7 11.7 11.7	Grade:		<u></u>
Date of Birth;				
School Name:		and installed the distribution of the		
Diagnosis:		Allergies:		
FREATMENTS DURI Freatment Plan:	NG SCHOOL HOURS			
PROCEDURE	TEE CONTRACTOR OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY	AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
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Suctioning	☐ Oropharynx			23.23.
	Tracheostony			
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	Care (Cleaning)			
CFT			BELLINEERWEINGENGEGENVANTATTERA	
Oxygen Albiting				
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Nebulizer Tx Pulse Oximeter				Particular (Section 1995)
List any emergency preactions, etc.):	ecsutions / health emergencies th	at should be anticipated for this stu	đent, e.g. allergy tri	ggers, diabetic
	Transcon responsable and the second second	available at school. Since only C	OD and Contaid and	araitatete coni
P11 arrives, is this ade Physician's Name (Pri Physician's Telephone Physician's Office Add	equate for student survival? [] YE nted) & Fax Number	S UNO, IF "NO", specify: Physician's Signature Date Completed:		positivitate de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución
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Student's Name:	(TO BE COMPLETED BY TR	HE STUDENT'S PARENT / GUA te of Birth:Gra	RDIAN) i <del>đe</del> :	
grant the principal or h	is / her designee the permission to as	sist or perform the administration of e	ach treatment proced	ure to or for m
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Parent / Guardian Name	(Printed)	Signature of Parent / Gua	adien	
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

# TRINITY HEALTH CARE SERVICES, LLC

(hereinafter referred to as "Business Associate"), whose principal place of business is 6151 Miramar Parkway, Suite 101 Miramar, Florida 33023

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.
- (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.
- (I) "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.
  - 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 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 forconvenience 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.

# **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 3<sup>rd</sup> 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. 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor Ft. Lauderdale, FL 33301

To Business Associate:

Gabriel T. Smith, CEO/Administrator Trinity Health Care Services, LLC 6151 Miramar Parkway, Suite 101

Miramar, Florida 33023

With a Copy to:

Marie Smith, COO/CFO/Owner Trinity Health Care Services, LLC 6151 Miramar Parkway, Suite 101

Miramar, Florida 33023

# **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.

# 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 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@prowardschools.com Reason: Trinity Health Care Services, LLC- RFP FY21-008 - Healthcare Services Date: 2020.06.16 10:28:23-04'00'

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

### FOR BUSINESS ASSOCIATE

TRINITY HEALTH CARE SERVICES, LLC

	By: GABRIEL SMITH, CEO/ADMINISTRATOR	
Signature	Print Name and Title	
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My Commission Expires:	Signature - Notary Public	
Oxt09,2025	Vivience Conzalez	
•		
	Notary's Printed Name	
(SEAL)	66928350	
	Natary'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).
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:
Title:
Address:
Email Address:
Phone Number:

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

School:	Dat	æ:		
Agency/SBBC:Nurse:				
Health Room Person RN:LPN: No. of	f Hours	/Day:		
Administrative Issues		Yes	No	N/A
Standardized health room log used (no notes or individually identifiable health	Ł			
information				
Health treatment protocols for management of chronic and complex conditions	s 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 (s. 1006.062, F.S.; Ch. 64B9-14, F.A.C.)		Yes	No	N/A
School District Medication Policy available onsite			<b>_</b>	
2-Unlicensed Assistive Personnel (UAP) are designated by school administra	itor			
Training of UAP documented/posted (every 2 years)				
Periodic monitoring of UAP documented				
<ul> <li>Names of trained UAP are in the Clinic Communication Binder</li> </ul>				
Parental permission (signature) on file for each medication authorization for	m			
Documentation of counting medication (initial & refills) when received				
Medications stored in original container with original pharmacy label, not ex	pired			
Medications stored in locked cabinet or locked in refrigerator (or lock box)				
OTC medication labeled with students name, not expired				
Expired medications stored in labeled container in separate locked cabinet			1	
Parent Risk Management notified of expired Medication, not removed by pare	ent			
Individualized student medication record in use				
Procedure to identify no-show students				
Medication received match the medication listed on the Physician Authorization	on		İ	
Form?				
When receiving new M.D. orders are the previous orders discontinued?				
Scheduled medications given within the correct time frame?	<del></del>			
Emergency Preparedness (CH 64F-6.004, F.A.C.)		Yes	No	N/A
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 additional sc	hool		ŀ	
staff) and current certification copies available.				
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 9	111		1	
emergency poster throughout the school		ļ		
First aid supplies and emergency equipment available, and not expired. (see Se	chool			1
Health Guidelines, Section IV, Chapter 21 for recommendations)				
AED unit is properly maintained with documentation bi-weekly			<b></b>	-
Documentation that Blood Borne Pathogens DVD has been viewed by staff		<u> </u>		

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			1
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 infections waste bag (red bag)			
Refrigerator thermometer present			
Refrigerator temperature log documentation (if refrigerated medications present)			
Chronic Health	Yes	No E	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			<u> </u>

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

Rev113016



## Coordinated Student Health Services Marcia Bynoe, Director

# MEDICALLY FRAGILE SUPERVISORY QI CHECKLIST

			The Assertation (Inc.)
SUPERVISOR NAME:	DATE:	<u> </u>	
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,			
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	1		
Code Blue Procedure is documented in binder at			
assigned school-			
School Information Sheet	***************************************	1	
		<del> </del>	

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

Date:RN/LPN/HST:	Agency: Supervisor:	
Notes:		
SKIŁLS 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		
Nebulizer		
EpiPen		4
Diastat		<u> </u>
Medication Administration	Other	

Other:



#### Coordinated Student Health Services Marcia Bynoe, Director

# Clinic Daily Data Collection Worksheet

Name:		Agencys		Month:
Type o	l'Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504				
Albana (Maria				
IEP .				
General E	ducation			
Total			4.*************************************	
	Data		Totals	
	Nursing Assessments			
	Care Plans Completed			
	Trainings Provided			
	Health Screenings for A	Absent Students		
	Health Screening Follo	м-ир		
	Students Returned to C	lass		
	Students Sent Home			
	911 Calls			



#### Coordinated Student Health Services Marcia Bynoe, Director

# Clinic Monthly Data Collection Worksheet

Name:		Agency:		Month:
Type of	Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504				i kan bangantan keji na mahan yanggang talah bankegan ng ma
IFP				
General E	ducation			
Total				
	Data Nursing Assessments		Totals	
	Nursing Assessments			
	Care Plans Completed			
	Trainings Provided			
	Health Screenings for A	Absent Students		
	Health Screening Follo	M-nb		
	Students Returned to C	Jass		

Students Sent Home

911 Calls

# Report of Medication Error

Name of School:	en en en en en en en en en en en en en e				
Name of Student:	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s		and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s		
Name of Student:  Birth Date:  Date and time of error:					
Name of medication and dosage prescribed:  Describe circumstances leading to error:					
Describe action taker	THE THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPER		The state of the property of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of th		
Persons notified of er			and the state of the state of the state of the state of the state of the state of the state of the state of the		
	Name	Date	Time		
Principal:					
Parent:	rangungan kananakan <del>maja ji kanala dana kanana dan lawa kanana kanana kanana kanana kanana kanana kanana kana</del>				
Physician:					
Health Education Ser	rvíces:		anna ann an Aireann an		
Othert	and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s				
	mpleting incident repo				
Follow-up informatic	on if applicable:	umanna kunda kahida Hilibida kahida  na sa sa sa san da la sensa a madalla de la del del Nova de la del Peter de la del Sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa de la sensa d			
Original - Principal/Cun Cupy - School Nurse	nulative Health Folder		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Copy - Health Education	i services				
Source: "Guldelines for In- Maryland.	servicing Non-Medical Persons	iel on Medication Procedu	res." DHMH.		



# Coordinated Student Health Services Marcia Bynoe, Director

# **CSHS Incident Report**

Date:	Time:
Student:	
Agency:	
Supervisor of Employee/Title:	
Concern:	
Documentation of communication:	
Outcome:	
Plan for follow-up: yes/no	
Signature & Tit	le:
Reviewed by Coordinated Student Health Services o 7/2015	<u> </u>

Monthly Summary Log

	1946	TOTALL  The property of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second se	School Namelkevel:  School Type D Basic D Comprehensive Table 1: Total Visits.  Table 2: Outcome Disposition by Provider  Total # Student Visits.  Tend # Student Visits.
20 Sections Coded Free Series 20 Sections Coded Free Series 20 Ventilator Department Care 20 Ventilator Department Care 21 Total Codes or Proceedures 23 Terra Aid (603) 24 Object 25 Terra Aid (603)		2.2.5 a a vane v	Health Room St
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# **Broward County Public Schools Coordinated Student Health Services**

# Contracted Agency Nurses Accountability Checklist

AGENCY NAME:		ATE:	_
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			

Control In Schools

Florida

Guidelines for Communicable Disease

Reportable Disease/Conditions in

**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			

# **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 Kif List Seizure Log			
HEALTH ROSTER  Identifying Students with chronic Health issues Developing a Plan of \Care			

Corrective Action Plan needed		NO	
Comments:			
Agency Supervisor Signature:		DATE:	
Agency Nurse Signature:		DATE:	
District Chronic Health Nurse Com	nents		
Signature:		Date:	



## Corrective Action Plan

School	Agency	D	ate
Description of Corrective Action	)H:		
Corrective Action Taken:			
Evidence of Completion of the	Commenters Astrono		
Evidence of Completion of the	Corrective Action:		
Title/Role of Responsible Perso	)B2;		Date of Completion:
Employee Name/Title	utorrangement of the second	Employee Signature/Date	<b></b>
Supervisor Name/Title		Supervisor Signature/Dat	e
Reviewed by Coordina	ited Student Health Ser	vices:	
Name/Title		Signature/Date	



# Request for Corrective Action Plan

Date:	Time:		
School:	Agency:	erro-market shakeman	
Employee Name/Title:			
Issues found upon clinic audit:			
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		VARIABETE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VARIABLE VA	
		**************************************	
		400,000	
Supervisor to visit clinic upon receipt of Health Services within seven business da	this request and submit a corrective action plan ys.	to Coordinated Studen	
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
	<ul> <li>(k), 1st, 3rd, and 6th grades and new to state in grades k through 5th.</li> <li>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.</li> </ul>
	<ul> <li>District Health Techs conduct vision, BMI and hearing screenings.</li> </ul>
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 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 (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 CO	DUNTY, FLORIDA		
edie schoo	MEETING DATE	2018-10-02 10:05 - Sc	hool Board Ope	rational Meeting	Special Orde	r Request (•) No
TEM No.:	AGENDA ITEM	ITEMS			Tim	100
F-1.	CATEGORY	F. OFFICE OF ACADE	MICS	- Indiana	11411	
	DEPARTMENT	Coordinated Student H	lealth Services		Open Ag	· · · · · · · · · · · · · · · · · · ·
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1) Summary Expl NRF F-2	anation and Backgroup			(2) School Health Services I	Plan 2018-2020 (3	) Provious
OARD ACTION		<u> </u>	F ADDITIONAL INF		m. 7r. so	4 4655
APPR	<b>COAFD</b>	Name: Ivisni	aelle valbrun-i-	ope, Chief Stu Sup Init I	Phone: 754-32	7-1660
[Fer Official School	ol Board Records Office Only	Name: Marc	ola Bynoe, Direc	tor	Phone: 754-32	1-1575
<u>nior Leader &amp;</u>	· Title →	OWARD COUNTY, int Support Initiatives O		Approved In Open Board Meeting On: Bv: //	OCT 0 2 2	018
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#### 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:

( extini	tenuc and afterna	.oate
Local Department of Health Administrator / Director	Prula ThaqimD	10-86-18
Local Department of Health Nursing	Barbara Bakenar Barbara Bakenar Barbara Katima	10/18/18
Local Department of Health School	Signature Signature  Maunum O'Kuffe  Printed Name	10 f 18 / 18
Health Coordinator	Maurian O'Kuffe Signature NORA Rupsel	10/2/18 10/2/18
School Board Chair Person	Monthly Hand Duyers	10/2/18
School District Superintendent	Kobat W. Kunele	16/2/18
School District School Health Coordinator	manaignes Mal	10/4/18
School Health Advisory Committee	Signature  MAUNOUM OKJUSTE  Finited Namp	0   1   1   1   1   1   1   1   1   1
Chairperson	Maurice Kuffer  Cindy Arenberg Seltzer	10/18//8 Sole:
School Health Services Public / Private Partner	Printed Name Canter Significant	10/8/18 pare*

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 biennially.

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 (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 Santo Fe College, 109 So. 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

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**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.

	PART I: BASIC SCHOOL HEA	Local	
Requirements/References	Program Standards	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 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. 1093.453, 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.

Broward County

funding all health ser Health Se	ocal CHD uses annual location to provide school vices pursuant to the School rvices Act and the nts 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
each designecommer coordinate implement program. Collaborate to assure	cal CHD and local LEA shall gnate one person, RN ided, to be responsible for the on of planning, development, action and evaluation of the These individuals should be throughout the school year program compliance and to issess the delivery of program.	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.
health sen described services p services a with statut requireme	ols for supervision of school vices personnel shall be in the local school health lan to assure that such re provided in accordance ory and regulatory nts and professional, and are consistent with the ctice 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.
protocols of delivery of the respon medical di district sch health adv district me	ons regarding medical or standing orders in the school health services are sisbility of the local CHD rector in conjunction with local boards, local school isory committees, the school dical consultant if employed, udent's private physician icable.	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.

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	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:  -Health History and/or Nursing Assessment -Record Review -Parent Conference -Coordination/collaboration with school personne/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,,	T	T	(a) Improving the status and
			(a) immunization status and
64F-6.004(1)(a),F.A.C.			certification;
			(b) Health history, including any
1	1		chronic conditions and treatment
}			plan;
1			(c) Screening tests, results, follow-up
1			and corrective action:
A CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR			(d) Health examination report
			(e) Documentation of injuries and
			documentation of episodes of sudden
			illness referred for emergency health
			care;
			(I) Documentation of any nursing
			assessments done, written plans of
			care, counseling in regards to health
			care matters and results;
			(g) Documentation of any
		1	consultations with school personnel,
1		ł	students, parents, guardians or
į			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
			contain a contact person, family
			physician, allergies, significant health
		1	poysician, altergies, significant neath

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			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.,	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.
6A-6.0251, F.A.C.	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 Manuel, 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 Gounseling 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 grades 1, 3 and 6 and optionally 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) Scoliosis 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 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 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 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.
	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

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	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.	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.
International Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control of Control	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

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	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.	LEA	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 bl-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 consullation 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.  16a. Provide relevant health information	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
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.	for ESE staffing and planning.	LEA	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.

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)(a), 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 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.	LEÁ	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.

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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 prascribed 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).

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24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 1006.062(1)(b), F.S.; Chapter 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. 64B9-14, 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.; Chaplers 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 plan 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 epinephrine auto-injector.

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	T		
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	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			
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	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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		

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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 s. 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 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 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.

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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).

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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.

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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 so. 381.0057(6), F.S., 743.065, F.S.	management, interventions and follow- nust focus moting the ts, reducing vior, and egnancy, d under this ional and supplement, lant, basic rvices		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 Agains)		

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		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 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

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		guidelines/policies/comiculum. Individual and group counseling is available.
	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.
he return to school after ovide interventions to at pregnancy,	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
,, p	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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

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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.
and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t	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

ame (If Applicable):				C:	rcle Type of Care P	roviding: Clinic	Direct Care to Stude	nt (1:1)
Day of Week	Date	Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time	Staff V	l Position of School erifying Time	Name of School
Monday					-			
Tuesday								
Wednesday								
Thursday								
Intracey								
Friday								

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

Week Beginning On:					
Agency Name:			RN / LPN:		
School Name:					
Client Name:			<del></del>		
		Time of Arrival		Hours	
Day of Week	Date	to Client	Shift End Time	Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday				***************************************	
Thursday					
Friday					
Total Number of Hours W	orked:				
Employee Signature			-	Agency Nursin	g Administrator Signature
Time cheets are to be signed a Nursing Administrator of the		roprizie person weeksy. They	are to be signed by the emplo	yee working the hours, th	e supervisor who authorized 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般

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

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Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Contract Con

ATTN: MARIA TURRES	
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
	<u> </u>					
			+			-
	TOTAL DUE.				<u> </u>	\$1,840.00
	TOTAL DUE:			L		\$1,849.00

Make checks payable to:

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

Print Name	Agency Name		
Signature	Title	Date	
Kronos User Agreement			Dage 60

Created: 4/18/2016

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#### STUDENT MEDICATION LOG

											Allei	gies						
Student's Name:	DOB:			School:				Hm Rm Teacher										
Doctor:		P	hone#_			Fax#:				c	)iagn	osis :						
pecial Instructions:				8	Side E	ffects:	-				****		************	M	onth/	Year:		
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Rev. 9/27/10

#### STUDENT MEDICATION LOG

#### NOTES

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DATE	TIME		DATE	TIME	
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#### DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# all Yaddress or assessed of Liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

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# 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

Fax (754) 321-1687

Date

Parent/Guardian Responsibilities:	
<ul> <li>Emergency phone numbers where they can be read</li> <li>Back up emergency contacts and phone numbers</li> <li>Student's snack and meal schedule</li> <li>Meter to test blood glucose with test strips and lan</li> <li>Glucose tabs or gel and glucagon kit if needed for</li> <li>Insulin and syringes</li> <li>Snacks and juice for treatment of low blood sugar</li> <li>If student is on an insulin pump the parent will</li> <li>Extra infusion set and reservoir</li> <li>Insulin and syringes</li> <li>Extra batteries for pump</li> </ul>	cm (completed and signed by physician and parent/guardian) ched at all times seets treatment of extremely low blood glucose also provide:
<ul> <li>Insulin and syringes</li> </ul>	
Amount of carbohydrates in snack and lunch e	each dav
<ul> <li>The school will be responsible to provide the studen</li> <li>Training for all staff who will be involved with str</li> <li>Implementation of a 504 Plan if indicated</li> <li>Appropriate place for student to keep supplies</li> <li>Place to test blood glucose and administer insulin</li> <li>Trained staff to assist student as needed with blood</li> <li>Trained staff to administer Glucagon in accordance</li> <li>Form.</li> <li>Trained staff who will be able to provide treatment accordance with the student's Diabetes Care Plan</li> </ul>	udent during the school day  considering student's preference (clinic versus classroom) d glucose testing and insulin administration e with student's Diabetes Medication/Treatment Authorization at for blood glucose levels which are outside the targeted range in
Permission for student to eat snack in classroom as	
<ul> <li>Permission for the student to have access to water</li> </ul>	and bathroom as needed
Parent's Signature	School Representative's Signature

	ARD OF BROWARD CO ED STUDENT HEALTH		
Phone (754)	321-1575 Fax (754	l) 321-1687	
	dication/Treatment Au		
Student's Name:		Date of Birth: Date:	
School Name:		GradeHomeroom	
CONTACT INFORMATION			
		Phone Numbers: Home	
Parent Guardian #1: Work		Cefular/Pager	•
Parent/Guardian #2:		Phone Numbers: Home	
-		Cellular	
Physician/Healthcare Providers;			
Other Emergency Contact:	Phone Number	Home:	
Relationship:	Wor		
	F 15 0 (C)	AP A F S . X . 45 15	
EMERGENCY NOTIFICATION: Notify parent/guardian of the and emergency contact listed above	e following conditions	It unable to reach parent/guard/ar	n: Nobity healthcare provider
a. Loss of consciousness or seizure (convulsion) immediately	rafter Glucagon given a	nd 911 called.	
Bicod Glucose in excess of 300 mg/dl     C. Positive urine ketones.			
<ul> <li>d. Abdominal pain, nauseafvorniting, diarrhea, fever, aftered l</li> </ul>			
BLOOD GLUCOSE MONITORING: At school: Yes To ordinarity be performed by student:	No Student has be	een trained by Healthcare Profess	ional OYes ONo
ł	g no Type or nave. ion: 🗖 Yes 🗖 No		
Time to be performed: F3 Eafrea brookfact	Til Refore PE/Art	inita Terra	
Mid-morning (before space	k) 🔲 Afler PE/Activi	ty Time	
Before lunch	☐ Mid-afternoon  ☑ As needed for	signs/symptoms of lowinigh block	i glucose
Place to be performed:	Classroom	Other Specials and/or E	Bus
Place to be performed:  CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) Yes Alarms set for Titigh Thom Note: always o	No Brandimodel	de bland alconos mater batares	⇒lainn smian
		ed by Healthcare Professional	
If yes, can student determine correct dose? Yes No			
Needs supervision: Yes No			
Insulin Delivery: Syringe/Vial Pen Pump (If pump	wom, use "Insulin Pum <sub>i</sub>	p Medication/Treatment Plan")	
Standard daily insulin at school: TYes No	Correction doza of l	nsulin for High Blood Glucose:	Ti Yes Ti No
Type: Dose: Time to be given:		Highalog 🖪 NovoLog	
type.	Insulin correction		
		dose for blood glucose greater tha	ng mg/dii and at least
Calculate insulin dose for carbohydrate intake:	i —	ist insulia dose.	
TYes Tho	Distance of the same	-liding coals balans	Hee every y
		sliding scale below:	USE FORMULA:
if yes use: Apidra 🗖 Humalog 🗖 NovoLog	1	inInsulin Dose	
f# unit/s) per grams Carbobydrate	1	Insulin Dose	MINUS
Add carbohydrate dose to correction dose	Blood sugar:		
	-Blood sugar:		EQUAL # Unit(s) INSUUN
	Blood sugar:		
	Blood sugar:		
	Blood sugar.	Insulin Dose	
OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: [ Name of Medication Dose	igyes 👩 No Cime	Route Possit	de Side Effects
No. Was assessed to Facility Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Asse			·
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Revised 5:1916
Diabetes Medication/Treatment Authorization — Page 2

Easy access to supar-free liquids, fast-acting carb	EXERCISE, SPORTS, AND FIELD TRIPS: Blood glucose monitoring and snacks as indicated. Easy access to sugar-free liquids, fast-acting carbohydrates, snacks, and blood glucose monitoring equipment. Child should not exercise if blood obscose level is BFLOW 70moldL or if GREATER THAN 300 with ketones.						
MANAGEMENT OF HIGH BLOOD GLUCOSE (ov	ver 240 mg/dL)						
Symptoms for this student:  Increased thirst, urination, appetite  Tired/drowsy  Biturned vision  Warm, dry, or flushed skin  Nausea:Vomiting  Other: Headache or Behavioral Change	Indicate treatment choices:  Sugar-free fluids 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 (be	low 70 mg/dL)						
Symptoms for this student:  Change in personality/behavior  Pallor Weak/shaky/tremplous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heartheat Nausea/loss of appetite Clammy/sweating Histored vision Inattention/confusion Sturred speech Loss of consciousness Seizures Cline:	Indicate treatment choices:  If student is awake and able to swallow, give 15 grams fast-acting carbohydrate such as:  4 doz. Fruit juice or non-diet soda or 3 -4 glucose tablets or Concentrated gel or tube frosting or 8 toz. Milk or Other  Retest Blood Glucose 10-15minutes after treatment Repeat treatment until Blood Glucose over 80mg/dL Follow freatment 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 recess)  Other  If student is vomiting or unable to swallow, administer Glucose gel or Glucagon (See below for specific directions)						
	IMPORTANT!!						
If student is unconscious or having a seizure	g presume the student is experiencing a <u>low</u> blood glucose level and:						
Call 911 immediately and notify parents / gua	ardian. (delegate this to another person while you treat glucagon or gel)						
☑ Glucagon ½ or 1 mg IM (injection) should	be given by trained personnel * IF PROVIDED BY PARENT						
_	nside cheek and massaged from outside while waiting for help to arrive, or during						
administration of Glucagon by any trained	of maintained in this "recovery" position till fully awake.						
	) indentalities in one recovery position on thing amone.						
Comments:							
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Physician (Healthcare Provider Signature:	Date:						
Physician/Healthcare Provider:	Phone number:						
LOCATION OF SUPPLIES/EQUIPMENT: To be comp	pleted by school health personnel.						
Blood giucose testing equipment	Insulin administration supplies:						
Glucation emergency lift:	Glucose get: Ketone testing supplies:						
Fast-acting carbotydrate:	Snack Foods:						
insulin either by injection or pump, and treatments/pro for official achool events. I have reviewed, understand	permission to assist with or perform the administration of each prescribed medication, including codures for my child during the school day. This includes when heishe is away from school property and agree with the medications/treatments prescribed by the physician/healthcare provider on this is a change in the medication/healthealthcare provider on this.						
Parent/Guardian Sinnature	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	Date
Parent/Guardian Name	Phone
Work Phone	Cell Phone
Emergency Contact	Phone
LOV	BLOOD SUGAR (HYPOGLYCEMIA)
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	DO THESE:
Change in personality/behavior Pallor Weak/shaky/trenculous Tired/drowsy/fatigued Dinzy/staggering walk Headache Rapid beart rate Nausea/loss of appetite Clammy/ sweating Bhured vision Instrention/confusion Sturred speech	Check blood glucose level  Observe child until symptoms are gone. Recheck blood glucose level in \$5 minutes.  If blood glucose level below 70  Give one of the following sources of sugar: (15gms)  4 ounces of juice or regular sods  4 glucose tabs  Glucose get or cake frosting  Recheck blood glucose 15 minutes after treatment.  Repeat above treatment if blood glucose below 80 mg/dL
Loss of consciousness	If blood glucose not above 30 mg/dL after second treatment notify parent
SEIZURES  IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	Call 911 immediately and notify parent/guardian (treat the student first with glucagon or get)  Administer Glucagon I 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 arrive or during administration of Glucagon)  Student should be turned on his/her side and maintained in the "recovery" position till fully awake.
HIGH	BLOOD SUGAR (HYPERGYLCEMIA)
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	DO THESE:
Increased thirst, urination, appetite Tired/drowsy Blurred vision Warns, dry, or flushed skin Nausea/Vomiting  A copy of this plan will be kept in the school of	Check blood glucose level  If blood glucose above 240 mg/dL to 300mg/dl  • Drink 3-16 ounces of water or DIET 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 300 send back to class and recheck in one hour.  If blood glucose is above 300 mg/dL ALSO:  • Check urine ketomes  • If urine ketomes are present, call parent immediately! Do not allow exercise.  • Administer insulin if ordered  • If No ketomes, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour.  If student exhibits nausea, voniting, stomachache or lethargy contact parent Immediately. If none of the physical symptoms above are present, student may return to class.  office 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
initiate the appropriate procedures as describe	l above. See attached sheet for additional names.
1.	\$
φ. \$,	G.
Reviewed by School-Health Personnel:	/ Name-Title Date Name-Title Date

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  COORDINATED STUDENT HEALTH SERVICES  Phone: 754-321-1575 Fax: (754) 321-1687  INSULIN PUNIP MEDICATION/TREATMENT AUTHORIZATION							
Student's Name:		Date of Birth:	Pump Ma	ke/Model			
Pump Resource Person:	Phone/Cell	:(5 <del>0</del>	e basic diabetes plar	for parent phone #)			
Child Lock On? Yes No How long has the stud			•				
Blood Glucose Target Range:			NovoLo	g 🖸 Apidra			
Insulin: Carbohydrate Ratios:	•		****				
Student to receive insulin bolus for carbohydrate întake <i>îmm</i>	ediately before or	minutes	before eating.				
Lunch/Snack Boluses Pre-programmed? Yes No							
Insulin Correction Formula for Blood Glacose Over Target:							
Extra pump supplies fumished by parent guardian: 🗐insulin		Datteries	Tidressing/tape	Tinsulin			
Dinsulin syringes/pen		Mark Comment	Tar coangi tapa				
STUDENT PUMP SKILLS	NEEDS HELP?	IE VEC TO D	E ASSISTED BY AN	IN CAUMENTS			
Independently count carbohydrates	Yes No	IF IE3, IVE	E Waster DI WL	ED COMMENTS			
Give correct bolus for carbohydrates consumed	Yes No						
Calculate and administer correction bolus	Yes No						
Recognize signs/symptoms of site infection	Yes No						
Calculate and set a temporary basal rate	Yes No						
Disconnect pump if needed	Yes No Yes No						
Reconnect pump at infusion set Prepare reservoir and tubing	Yes No						
Insert new infusion set	Yes No						
Give injection with syringe or pen, if needed	Yes No						
Troubleshoot alarms and malfunctions	Yes No						
Re-program basal profiles if needed  MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE If blood glucose over target range 4 hours after last bolus or carl  Blood glucose - + + = units	ookydrate intake, stude	n basic diabetes i nt should receive	medical managemen a correction bolus of i	t plan, but in addition: esulin using formula:			
1. If no ketones, give bolus by pump and recheck in 2. If ketones present or IF PUMP SITE OUT/PUMP parent or healthcare provider.	2 hours	correction bolus	as an injection insm	ediately and contact			
If two consecutive blood glucose-readings over 250 (2 or more hours after first bolus given) 1. Check urine ketones 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 Gârcagon (see basic Diabetes Medical Management Plan).  3. Notify parent/guardian  4. Do 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	Other	ection given					
Estectave dase of bright breas		_	,				
Physician/Healthcare Provider Signature:		Da	ıte:				
Physician/Healthcare Provider Name:							
Phone Number: Office							
Parent's Signature:		D	ale:				
Reviewd 5/00/15							

#### SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date:					
Student:LAST		·/····	☐M ☐F DOB:_		
LAST	FIRST				
Teaches:		Grade:			
Contact Phone #s: (1)		(2)			
Reason for Referral:					
			***************************************		
Referred to clinic by:			(Tine)	A	MPM
CLINIC USE ONLY					
Time student enived in clinic:	АМРМ				
Nature of Complaint:	Actio	n Taken:			
☐ Not feeling well	D s	udent laid/sal in clinic for 20	minutes or less		
☐ Stomadiache	□ si	udent laid/sat in clinic for 20	minules or more		
☐ Headache	□ Te	emperature taken			
☐ Toolhache		e Pack applied to affected a	Wės		
	□ A	Neded area cleaned			
Other:		and aid applied to affected a			
		lead checked for:			
		arent/Guardian Notified:	st	АМРМ	
		11 called			
	Цζ	Mer:		<del></del>	
Disposition of student:	_				
<ul> <li>Returned to class. Feeling bette</li> <li>Returned to class at parent sigus</li> </ul>					
Returned to class anable to cont	•	s†a			
Remained in clinic	act batelit a drancia	1.5.			
	eacher notified				
Office clearance required for chil					
Referred was made to Health Car					
☐ 911 Transported					
Copy of clinic pass sent home					
Other					
Student left dirtic at {Time}					
Comments:					
			<del></del>		
Ciaic Action Hardled by:					
	w - Parem/Teacher				
COMPLETED PASS TO BE FILED I		CUM FOLDER BEFORE TI	HE END OF THE SCHOO	M. YEAR.	
				-	

Date	e:	Type you school's name here  DAILY CLINIC LOG ACTIVITY  Place a "√" in the appropriate boxes										
TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	HLINESS	INJURY	OTHER	RETURN TO CLASS	SENT	911	PARENT CALLED	TIME	INITIALS
EX	(LAST ASD FIRST)						70 CLASS	ECOMP		1,711,1.11		
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4505 SE	TOTAL									<u> </u>		
Signature / Initials				Signature / Initials /								
Signature f Initials  Completed Logs should be restinated by the sabout				Signature / Initials								

Rev. 9/20/10