AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ◉ Yes ○ No

ITEM No.: EE-8.

TITLE:

Recommendation of $500,000 or Greater - FY21-008 - Healthcare Services

REQUESTED ACTION:

Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: July 1, 2020 through June 30, 2023, Three (3) Years; User Department: Coordinated Student Health Services; Award Amount: $4,200,000; Awarded Vendor(s): Broward Childrens Center, Inc.; CR & RA Investments, Inc. d/b/a Integrity Health Services; Creative Solutions Companion Care Services, "LLC" d/b/a Creative Solutions In Home Health; Sierra Lifecare, Inc.; Speech Rehab Services, LLC; Trinity Health Care Services, LLC; Small/Minority/Women Business Enterprise Vendor(s): Creative Solutions Companion Care Services, "LLC" d/b/a Creative Solutions In Home Health; Speech Rehab Services, LLC.

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, received eight (8) proposals in response to RFP FY21-008 - Healthcare Services. This RFP provides school healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056, and the Individuals with Disabilities Act (IDEA). Pediatric healthcare, medical training, and educational assistance are included in the RFP.

These Agreements have been revised and approved as to form and legal content by the Office of the General Counsel.
A copy of the RFP documents are available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_FY21-008_HealthcareServices.pdf

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Safe & Supportive Environment ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

Due to the COVID-19, the spending authority requested is $4,200,000 and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the RFP will be requested in a future date. The funding source will come from funds already included in various schools, departments, or center's budgets, and from the IDEA Grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreements A_ONLINE (4) Agreements B_ONLINE (5) Recommendation Tabulation (6) Evaluations-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Marcia Bynoe/Saemone Luis	Phone: 754-321-1575
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Approved In Open Board Meeting On: JUN 2 3 2020

By: Donna Korn
School Board Chair

Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
6/16/2020, 12:14:39 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ MLW/MCC/MB/SL:ch

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
FY21-008 – Healthcare Services

Introduction
Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to award Request for Proposal (RFP) FY21-008 – Healthcare Services for a period of three (3) years from July 1, 2020 through June 30, 2023, with two (2) one (1) year renewal options. This RFP will replace the current RFP 18-002V – Healthcare Services that will expire on June 30, 2020. This RFP will provide school healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056, and the Individuals with Disabilities Act (IDEA).

Due to the COVID-19, the spending authority being requested is $4,200,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the ITB will be requested in a future date.

Goods/Services Description
Responsible: Coordinated Student Health Services (CSHS)

The awarded vendors, under this RFP, shall provide Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Respiratory Therapists (RTs) and non-licensed assistive healthcare personnel (e.g., medical assistants, certified healthcare assistants, personal care technicians, health support technicians) to The School Board of Broward County Florida (SBBC), students with special needs. Student Individual Educational Plans (IEPs) or 504 Plans reflect these services as necessary. Healthcare services provided to eligible students (e.g., physically impaired, cognitively impaired, autism spectrum disorder, diabetics, etc.) who have a wide range of diagnosed medical conditions. Schools do use the services of this contract if a student will be attending a field trip or other type of event that requires a nurse to attend to the student.

The duties of the healthcare staff shall include but not limited to:

a) Care for students with chronic health conditions (i.e., Diabetes, Asthma, Hypersensitive – Allergies, Epilepsy, etc.)
b) Administering medication
c) AED/CPR/First Aid
d) Administration of emergency medication (i.e., Epi-Pen, Glucagon, Diastat, etc.)
e) Nebulizer treatments
f) Catheterization
g) Changing dressings
h) G-Tube feeding
i) Tracheotomy care
j) Suctioning
k) Caring for ventilator-dependent children
l) Administration of Oxygen
m) Development of Individual Student Health Care Plans and Emergency Plans
n) Meet state requirements of the School Health Plan

DATA Points for Chronic Health Conditions
Number of Students with Chronic Health Conditions
Reference Florida Department of Health School Health Annual Report

2017-2018 – 61,888
2018-2019 – 68,996
2019-2020 – 85,673

DATA Points for Students with Diabetes

2017-2018 – 271
2018-2019 – 550
2019-2020 – 536

DATA Points for Medical Fragile Program

2017-2018 – 92
2018-2019 – 134
2019-2020 - 178

COVID-19 Plan

Coordinated Student Health Services has provided an additional layer of support to Broward County Public Schools (BCPS) with the objective of supporting students, staff, and community in health and wellness during this transition to online learning.

- Contact families via telephone/ Microsoft Teams to provide an assessment of health needs.
- Provide case management with continuity of care, follow up of medication/ treatments, and physician orders.
- Collaboration with Social workers and ESE specialists to provide TDLP for ESE students 1:1 and chronic health students.
- Create Temporary Distance Learning Plans.
- Participate in virtual 504 and IEP meetings.
- Provide health care resources such as free clinics and health care providers for access to healthcare.
- Participate in various meetings and trainings to continue care to students via telephone during virtual school.
- Nurses are available via telephone daily to assist principals, school staff, students, parents/guardians, and community partners within their schools and community.
- Organized and are maintaining BCPS COVID-19 Call Center.
- Collaborate with FDOH-Broward, FDOH-FL, and CDC for daily guidelines.
- Liaison between BCPS and FDOH-Broward
- Community Liaison Resource for BCPS students, parents, staff, and community with Broward Health and Memorial Healthcare Systems.

Procurement Method
Responsible: PWS

The procurement method chosen is through a competitive solicitation, which is required by Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).

Procurement & Warehousing Services (PWS) procured this same service approximately three (3) years ago under 18-002V. A new RFP FY20-008 was released for these services on December 6, 2019, to replace RFP 18-002V, on July 1, 2020.

This solicitation was released on December 6, 2019, through Demandstar, and proposals were opened on January 23, 2020, where one hundred and four (104) vendors were notified, thirty-two (32) vendors downloaded the solicitation. Eight (8) proposals were received from the following Proposers:

1) Broward Children's Center, Inc.
2) Creative Solutions Companion Care Services (**Prime MBE-AA**)
3) EDU Healthcare
4) Execu-Search Group / ES Healthcare
5) CR & RA Investments, Inc. d/b/a Integrity Health Services
6) Sierra Lifecare, Inc.
7) Speech Rehab Services, LLC (**Prime WBE**)
8) Trinity Healthcare Services, LLC

(*) Certified Prime Minority/Women Business Enterprise Vendor(s)

The evaluation meeting was held on February 19, 2020, and the committee members consisted of:

1) Gail Adams – Clinical Nursing Supervisor – Coordinated Student Health Services
2) Marcia Bynoe – Director - Coordinated Student Health Services
3) Lisa Ann Clarke – Supervisor/Administrator, School Medicaid
4) Deneen Gorassini – Coordinator I, Medicaid/504
5) Michelle Jacovino – Clinical Nursing Supervisor - Coordinated Student Health Services
6) Sheila O'Neal-Brown – Clinical Nursing Supervisor - Coordinated Student Health Services

In accordance with Section 5.0, evaluation of proposals and the Evaluation Committee, it is recommended that the following listed Proposers be recommended for approval by the School Board for Healthcare Services. To be considered qualified for an award, the minimum score of seventy (70) points or higher is required.

1) Broward Children's Center, Inc.
2) Creative Solutions Companion Care Services, LLC d/b/a Creative Solutions in Home Health
3) CR & RA Investments, Inc. d/b/a Integrity Health Services
4) Sierra Lifecare, Inc.
5) Speech Rehab Services, LLC
6) Trinity Healthcare Services, LLC

The Affirmative Procurement Initiative recommended by the Supplier Diversity and Outreach Program for this RFP was Small Business Enterprise Evaluation Preference for Prime Bidders (All certified Small/Minority/Women Business Enterprises are considered SBEs)

Financial Impact
Responsible: PWS & CSHC

Due to the COVID-19, the spending authority being requested is $4,200,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the ITB will be requested in a future date.

The total spending authority estimated for the contract period is $4,200,000, as calculated below:

Projected Avenue Monthly Expenditures	$ 348,858
Number of Months	36
Estimated forecasted spend	$12,558,879
Estimated forecasted spend for twelve (12) months	$ 4,186,333
Total Forecasted Spend (rounded)	**$ 4,200,000**

The funding source will come from funds already included in various schools, departments, or center's budgets and from the IDEA grant. The amount requested was based on historical data and the District's forecasted services to satisfy the new school fiscal year. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY21-008	Preparation Date:	May 14, 2020
Previous Bid # (Ex: 10-004R):	18-002V	Buyer/PA:	CHUCK HIGH
New Bid Award Total:	$4,200,000	Bid Title:	HEALTHCARE SERVICES
Previous Award Total:	$12,574,571		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	7/1/2017	New Bid Term (In Months):	36
Previous Bid Term (End Date):	6/30/2020	# of Months Into Bid:	34

SPEND REPORTING	
Purchase Order(s) Spend:	$11,861,163
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$11,861,163**
Average Monthly Expenditure:	$348,858
Unused Authorized Spending:	**$713,408**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	M/WBE Status (If applicable):	Spend:
125869-CR & RA INVESTMENTS INC		$ 8,431,923
103766-SIERRA LIFECARE INC		$ 2,246,988
104036-MAXIM HEALTHCARE SERVICES INC		$ 1,182,253
	PO VENDOR SPEND:	$ 11,861,163
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ 11,861,163

NOTES (Type Below):

Due to the COVID-19, the spending authority being requested is $4,200,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the RFP will be requested in a future date.

Description	Budget Coding 1	IDEA Grant Coding 2
Cost Center	9780	9780
Fund	1000	4230
Functional Area	5250691060000000	6130000000000000
Commitment Item	53150000	53150000
Business Area	2610097800	2610097800
WBS Element	N/A	C9780000108.9780D
Grant	N/A	C97800001.2021
Amount	$4,000,000	$200,000
Approval	Jose D. Laverde	Ella Toney-Fullard

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	SEE ABOVE	Name (First & Last)	Marcia Bynoe
Fund		Title	Director
Functional Area		Department/School Name	Coordinated Student Health Serv
Commitment Item		Sign-off provided by	Jose Laverde, Ph.D.

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/9/2020

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 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

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

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

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

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents.** 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 $30.00/hour
Thirty Dollars and 00/100 Cents ($30.00) per hour.
1:10 school-based nurses
1:10 acute care medical fragile nurses
Hourly rate for RN supervisor(s) includes substitutes

2) RN Registered Nurse $29.10/hour
Twenty Nine Dollars and 10/100 Cents ($29.10) per hour.
Hourly rate for RN's includes substitutes

3) LPN Licensed Practical Nurse $25.32/hour
Twenty-Five Dollars and 32/100 Cents ($25.32) per hour.
Hourly rate for LPN's includes substitutes

4) RT Respiratory Therapist $29.00/hour
Twenty-Nine Dollars and 00/100 Cents ($29.00) per hour.
Hourly rate for RT's includes substitutes

5) Unlicensed Assistive Healthcare Personnel $16.00/hour
Sixteen Dollars and 00/100 Cents ($16.00) per hour.
Hourly rate for UAHP's includes substitutes

6) Training $1.00/hour
One Dollar and 00/100 Cents ($1.00) per hour.
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net thirty (30) calendar days after the issuance of the same invoice. Refer to **Attachment B**, Section 1.N of this Agreement .

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

2.05 **SBBC Disclosure of Education Records**.

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions

2) Health screening records (including body mass index, vision, hearing, and scoliosis)

3) Immunization records
4) Parent and emergency contact information
5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)
6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
iv. Report of Medication Error (**Attachment F** of this Agreement);
v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
To VENDOR:	Denise Rusnak, Program Officer Broward Childrens Center, Inc. 200 SE 19th Avenue Pompano Beach, Florida 33060
With a Copy to:	Cheryl Arriaran, Director of Home Health Broward Childrens Center, Inc. 200 SE 19th Avenue Pompano Beach, Florida 33060

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

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

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

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

2.12 **Liability.** 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) Verification of Coverage. Proof of the required insurance shall be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies shall include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it shall comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.

2.15 **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 **Incorporation by Reference**. 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 **Independent Contractor**. 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.

3.05 **Termination**. 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

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

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

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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

By _____
Donna P. Korn, Chair

ATTEST:

_____
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: Broward Childrens Center, Inc. - RFP FY21-008 - Healthcare Services
Date: 2020.05.19 08:12:50 -04'00'

_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

ATTEST:

BROWARD CHILDRENS CENTER, INC.

By Marjorie Evans, CEO

Print Name: Marjorie Evans

Title: CEO

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 05/15/2020 (*date*) by Marjorie Evans, CEO (*name of officer or agent, title of officer or agent*) of Broward Childrens Center Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 15 day of May, 2020.

My Commission Expires:

WENDY N KELLY
MY COMMISSION # GG126855
EXPIRES July 23, 2021

(SEAL)

Signature – Notary Public

Wendy Kelly

Notary's Printed Name

GG126855

Notary's Commission No.

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SCOPE OF WORK

1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.

2. **Medicaid Billing and Documentation** – VENDOR shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.

3. **Sample Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records will contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.

4. **Healthcare Services for the District**: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC shall not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.

5. **Authorization of Healthcare Services**: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.

6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
   (a) Diabetic Student Teaching Skills Record (Refer to **Attachment D** of this Agreement)
   (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to **Attachment E** of this Agreement)
   (c) Monthly Quality Improvement (MQI) Report (Refer to **Attachment J** of this Agreement)
   (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to **Attachment K** of this Agreement)
   (e) Clinic RN Supervisory School Visit (Refer to **Attachment L** of this Agreement)
   (f) Clinic Daily Data Collection Worksheet (Refer to **Attachment M** of this Agreement)
   (g) Clinic Monthly Data Collection Data Collection Form (Refer to **Attachment N** of this Agreement)
   (h) Report of Medication Error (Refer to **Attachment O** of this Agreement)
   (i) CSHS Incident Report (Refer to **Attachment P** of this Agreement)
   (j) Monthly Summary Log (Refer to **Attachment Q** of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer to **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.

10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.

11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer to **Attachments S and T** of this Agreement)

12. **Professional Development of Agency's Staff:** VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.

13. **RN Supervision Ratio:** VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.

14. **Healthcare Staffing Coverage**: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.

15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment U** of this Agreement.

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 to **Attachment V** of this Agreement)

25. **Pediatric Healthcare Professional**: VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.

26. **Services**: VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
    (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
    (b) Administering medication
    (c) AED/CPR/First Aid
    (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
    (e) Nebulizer treatments
    (f) Catheterization

(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:

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: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to **SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESLS shall submit the approved invoices for payment to the Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT**. Services are required in accordance with the school day schedule, and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment W** of this Agreement.

   i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. **(Refer to Attachment A, #2** of this Agreement)

   ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment X** of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in **Attachment Y** of this Agreement.

iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.

v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.

vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.

vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

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2. **HEALTHCARE DOCUMENTATION**

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

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer to **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer to **Attachment Z** of this Agreement)

C. **Diabetes Authorization of Medication/Treatment**: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer to **Attachment AA** of this Agreement)

D. **Daily Diabetic Log**: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.

E. **Healthcare Notes**: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

F. **Student Healthcare Plan**: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the student care plan shall be provided by the principal/designee. The EHP is to be reviewed with school staff by the VENDOR's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.

G. **Student Clinic Pass**: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer to **Attachment BB** of this Agreement)

H. **Daily Clinic Log**: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer to **Attachment CC** of this Agreement)

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) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: Medication and Procedure log documentation in the school setting.
(c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
(d) Section 4: Training/Licensure documents of the nurse.
(e) Section 5: Documentation of training to school staff.
(f) Section 6: Supervisor visit documentation

B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.

C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.

D. Meet the student's personal care and needs.

E. Assist the student in accessing/completing tasks at school as needed.

F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.

G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).

H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

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.

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Broward County Public Schools

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

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial ____	Lifestyle change ____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other ____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				

Comments:_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other: _____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title): _____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____	_____	_____
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: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures." DHMH, Maryland.

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:** ____
School Name and Phone #: _____ **Fax#:** _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

_____ _____
Physician's Name (Printed) **Physician's Signature**

_____ _____
Physician's Telephone & Fax Numbers

Physician's Office Address **Date Completed**

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal/designee to perform the administration of the prescribed medication.

NOTE:
- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ _____
Parent /Guardian Name (Printed) Signature of Parent / Guardian

_____ _____
Date Signed Contact Phone Number

Form #2240 Rev. 12/19

Authorizing Treatment

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

Student's Name: _____ **Grade:** _____
Date of Birth:
School Name: _____

Diagnosis: **Allergies:**

TREATMENTS DURING SCHOOL HOURS
Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen /Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO, IF "YES", specify: List any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, **IF "NO", specify:** _____

Physician's Name (Printed) **Physician's Signature** _____
Physician's Telephone & Fax Number **Date Completed:**
Physician's Office Address
This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment/procedure to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal/designee to perform the administration of the prescribed treatment. **NOTE: school personnel may administer only treatments authorized by a physician.** ***It is your responsibility to notify the school when there is a change in treatment regimen.***

Parent / Guardian Name (Printed) Signature of Parent / Guardian

Date Signed Contact Number

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

and

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) "***Breach***" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) "***Business Associate***" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) "***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996.

(g) "***HITECH Act***" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(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 shall perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI shall comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

   (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

   (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

   (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

   (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

   (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

   (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

   (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

   (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

   (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, 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.

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) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	Denise Rusnak, Program Officer Broward Childrens Center, Inc. 200 SE 19th Avenue Pompano Beach, Florida 33060
With a Copy to:	Cheryl Arriaran, Director of Home Health Broward Childrens Center, Inc. 200 SE 19th Avenue Pompano Beach, Florida 33060

ARTICLE 3 – GENERAL CONDITIONS

23. Severability.

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

24. Captions.

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

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

_____
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: Broward Childrens Center, Inc. - RFP FY21-008 - Healthcare Services
Date: 2020.05.19 08:13:35 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

BROWARD CHILDRENS CENTER, INC.

Marjorie Evans, CEO By: Marjorie Evans, CEO
Signature Print Name and Title

Mary Ann Anastasia
Witness

Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 05/15/2020 (*date*) by Marjorie Evans, CEO (*name of officer or agent, title of officer or agent*) of Broward Childrens Center Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 15 day of May, 2020.

My Commission Expires:

Signature – Notary Public

(SEAL) WENDY N KELLY MY COMMISSION # GG126855 EXPIRES July 23, 2021

Wendy Kelly
Notary's Printed Name

GG126855
Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A

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

This 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: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ **Date:**_____

Agency/SBBC:_____ **Nurse:**_____

Health Room Person RN:____ **LPN:**____ **No. of Hours/Day:**_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ **RN** ☐ **LPN** ☐ **Nursing Supervisor** ☐ **CSHS**

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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 Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

Broward County Public Schools

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

School Name/Level: _____ **Health Room Staff Name/Title:** _____ **Date:** _____

School Type: ☐ Basic ☐ Comprehensive ☐ Full Service **Health Provider Type:** ☐ RN ☐ LPN ☐ HST ☐ School Designee

Table 1: Total Visits	
# Total # Student Visits	0
TOTAL:	0

Table 2: Outcome Disposition by Provider		
	☐ RN	
1	911 Services	0
2	Emergency Room	0
3	Returned to Class	0
4	Sent Home	0
5	Other	0
TOTAL RN:		0
	☐ LPN	
1	911 Services	0
2	Emergency Room	0
3	Returned to Class	0
4	Sent Home	0
5	Other	0
TOTAL LPN:		0
☐ UAP (HST/School Designee)		
1	911 Services	0
2	Emergency Room	0
3	Returned to Class	0
4	Sent Home	0
5	Other	0
TOTAL UAP:		0
TOTAL OUTCOMES		0

Table 3: Medications		
1	Oral	0
2	Inhaler/Nebulizer	0
3	Insulin Administration	0
4	Topical	0
5	Eye	0
6	Ear	0
7	Nasal	0
8	Rectal	0
9	G Tube	0
10	Injection	0
11	Intravenous Treatments	0
12	Other Routes	0
	TOTAL MEDICATIONS BY ROUTE	0
	Complex Procedures	
13	Carbohydrate Counting	0
14	Glucose Monitoring	0
15	Catheterization	0
16	Ostomy care	0
17	Electronic Monitoring (Cardiac,Pulse Ox, BP,Other)	0
18	Tube/PEG Feeding	0
19	Tube/PEG Flush	0
20	Oxygen cont./intermittent	0
21	Specimen Collect./testing	0
22	Tracheostomy Care	0
23	Ventilator Dependent Care	0
	TOTAL COMPLEX PROCEDURES	0
	Other Procedures	
24	*First Aid (5331)	0
25	*Other	0
	TOTAL OTHER PROCEDURES	0
	TOTAL MEDS & PROCEDURES	0

Table 4: Direct Services Provided By		
1	RN / ARNP	0
2	LPN	0
3	Health Support Tech	0
4	School Designee	0

Table 5: Referral To	
1	Abuse Registry 0
2	Dental Care 0
3	Guidance Counselor 0
4	Pregnancy Care 0
5	Healthy Start 0
6	Sexual Health Services 0
7	Kidcare 0
8	Healthcare Provider 0
9	Mental Health Counseling 0
10	Social Work Services 0
11	Sunset Abuse Coun 0
12	Parent 0
13	No Referral 0

_____ 1/25/2018

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

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_____

Agency Supervisor Signature: _____ **DATE:** _____

Agency Nurse Signature: _____ **DATE:** _____

District Chronic Health Nurse Comments

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Signature: _____ **Date:** _____

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	**Date of Completion:**

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ **Time:** _____

School: _____ **Agency:** _____

Employee Name/Title: _____

Issues found upon clinic audit:

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Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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 COUNTY, FLORIDA

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

ITEM No.: F-1.

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init (	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature

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

Electronic Signature

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04/2017
RWR/ MVP/MB:etb

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

Continuation of Summary Explanation and Background

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

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name P Thaqi MD Signature	10-26-18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 Date
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 Date
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Printed Name Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 Date
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Seltzer Signature	10/8/18 Date

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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010): ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

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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 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:

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.	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

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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.

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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.

	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 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/cesignee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

15. Nonpublic School Participation ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.	15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.	LEA DOH Broward	Any nonpublic school may voluntarily participate in the school health services program. Any nonpublic school participating in the school health services program will meet requirements of Florida Statute.
16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.	16a. Provide relevant health information for ESE staffing and planning.	LEA	Collaboration will occur between Exceptional Student Education (ESE) staff and School Health Services staff to provide for staffing and educational planning. Students suspected of being exceptional, shall be referred for professional evaluation in accordance with LEA procedures for providing special programs. Services shall include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. The partners shall adhere to FERPA, Florida Statute 1002.22, the Individuals with Disabilities Education Act (IDEA), and where applicable, HIPAA.
17. The district school board shall provide in-service health training for school personnel s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.	17a. Please list providers of in service health training for school personnel.	LEA DOH Broward School Health Providers	The district school board, DOH, and community partners provide in-service 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 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)(c), F.S.	21a. Provide the opportunity for parents or guardians to request an exemption in writing.	LEA	A parent/guardian can notify the school should they choose to opt out of school health services for their children.

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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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School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i);(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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.

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

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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/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____
Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

Revised: 112916

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454

INVOICE DATE: 9/2/2019

WEEK #2 8/22 – 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1400 NW 14th COURT
COORDINATED STUDENT HEALTH SERVICES
ATTN: MARIA TORRES
FT. LAUDERDALE, FL 33311

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
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PM																						
Initials																						

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

Rev. 9/27/10

STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# of Tablets or amount of Liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

Rev. 9/27/10

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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 **Fax (754) 321-1687**

Student Name _____ Date _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- **If student is on an insulin pump the parent will also provide:**
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687.
The school must make parent aware that it may take several days to staff clinic with trained personnel.
The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade_____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home_____
Work_____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home_____
Work_____ Cellular_____
Physician/Healthcare Providers:_____
Other Emergency Contact:_____ Phone Number:_____ Home: _____
Relationship: _____ Work/Cellular_____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast
☐ Mid-morning (before snack)
☒ Before lunch
☐ Dismissal
☐ Before PE/Activity Time
☐ After PE/Activity Time
☐ Mid-afternoon
☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model_____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (If pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No

If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
_____1_____ # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____mg/dl and at least _____hours since last insulin dose.

Determine dose per sliding scale below:

Blood sugar: Less than ___	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects
_____	_____	_____	_____	_____

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is BELOW 70mg/dL or if GREATER THAN 300 with ketones.

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda *or*
- ☒ 3-4 glucose tablets *or*
- ☒ Concentrated gel or tube frosting or
- ☒ 8 oz. Milk *or*
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. ***(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**

☒ **Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.**

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ Date: _____

Physician/Healthcare Provider: _____ Phone number: _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ Date: _____

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/ sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below **80 mg/dL** If blood glucose not above **80 mg/dL** after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

1. 2. 3.

4. 5. 6.

Reviewed by School Health Personnel: _____ _____/_____ _____
Revised 5/19/16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name:_____ Date of Birth: _____ Pump Make/Model_____

Pump Resource Person: _____Phone/Cell:_____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range:_____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times:_____

Insulin Correction Formula for Blood Glucose Over Target : _____

Extra pump supplies furnished by parent guardian: ☐insulin sets ☐reservoirs ☐batteries ☐dressing/tape ☐insulin ☐insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:
Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.
1. **If no ketones**, give bolus by pump and recheck in 2 hours
2. **If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION** give correction bolus as an **injection** immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature:_____ Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: Office_____

Parent's Signature: _____ Date: _____

Revised 5/19/16

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s: (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other: _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified: _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other: _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at (Time): _____

Comments: _____
_____
_____

Clinic Action Handled by: _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR.

Date: _____

Type you school's name here
DAILY CLINIC LOG ACTIVITY

Place a "√" in the appropriate boxes ↓

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Completed Logs should be maintained by the school

Rev. 9/20/10

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 2020, by and between

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

and

CR & RA INVESTMENTS, INC.
D/B/A INTEGRITY HEALTH SERVICES
(hereinafter referred to as "VENDOR"),
whose principal place of business is
10585 SW 109th Court, Suite 208
Miami, Florida 33176

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

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

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1, then;
Third: RFP FY21-008 – Healthcare Services
Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment**.

(a) VENDOR's costs for the services it renders to SBBC under this Agreement shall be as follows:

1) Registered Nurse (RN) Supervisor $32.00/hour
Thirty-Two Dollars and 00/100 Cents ($32.00) per hour
1:10 school-based nurses
1:10 acute care medical fragile nurses
Hourly rate for RN supervisor(s) includes substitutes

2) RN Registered Nurse $30.00/hour
Thirty Dollars and 00/100 Cents ($30.00) per hour
Hourly rate for RN's includes substitutes

3) LPN Licensed Practical Nurse $28.50/hour
Twenty-Eight Dollars and 50/100 Cents ($28.50) per hour
Hourly rate for LPN's includes substitutes

4) RT Respiratory Therapist $30.00/hour
Thirty Dollars and 00/100 Cents ($30.00) per hour
Hourly rate for RT's includes substitutes

5) Unlicensed Assistive Healthcare Personnel $16.00/hour
Sixteen Dollars and 00/100 Cents ($16.00) per hour
Hourly rate for UAHP's includes substitutes

6) Training No Cost
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

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

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

2.05 **SBBC Disclosure of Education Records**.

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care shall be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions
2) Health screening records (including body mass index, vision, hearing, and scoliosis)
3) Immunization records
4) Parent and emergency contact information
5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)

6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
   ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
   iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
   iv. Report of Medication Error (**Attachment F** of this Agreement);
   v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
   vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees'

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

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
To VENDOR:	Carlos Rivero, President CR & RA Investments, Inc. d/b/a Integrity Healthcare Services 10585 SW 109th Court, Suite 208 Miami, Florida 33176
With a Copy to:	Ryan Ross, Regional Accounts Manager/School Liaison CR & RA Investments, Inc. d/b/a Integrity Healthcare Services 7771 W. Oakland Park Blvd., Suite 218 Sunrise, Florida 33351

2.10 **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.

2.11 **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 **Liability**. 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) Verification of Coverage. Proof of the required insurance shall be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies shall include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.

2.15 **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 **Incorporation by Reference**. 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 **Independent Contractor**. 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.

3.05 **Termination**. 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and

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

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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

By _____
Donna P. Korn, Chair

ATTEST:

_____
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: CR & RA Investments, Inc. d/b/a Integrity Health Services - RFP FY21-008 – Healthcare Services
Date: 2020.06.11 11:26:04 -04'00'

_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

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

ATTEST:

By _____

_____, Secretary

Print Name: Raul Arce

-or-

Title: Owner / V.P.

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/28/2020 (*date*) by Raul Arce (*name of officer or agent, title of officer or agent*) of Integrity Health Services (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 28th day of May, 2020.

My Commission Expires: 9/25/2020

_____
Signature – Notary Public

Natalie Gonzalez
Notary's Printed Name

(SEAL)

NATALIE GONZALEZ
Notary Public - State of Florida
Commission # GG 020950
My Comm. Expires Sep 25, 2020
Bonded through National Notary Assn.

GG 020950
Notary's Commission No.

ATTACHMENT A

SCOPE OF WORK

1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.

2. **Medicaid Billing and Documentation** – VENDOR, shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.

3. **Sample Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.

4. **Healthcare Services for the District**: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC will not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.

5. **Authorization of Healthcare Services**: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.

6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
   (a) Diabetic Student Teaching Skills Record (Refer to **Attachment D** of this Agreement)
   (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to **Attachment E** of this Agreement)
   (c) Monthly Quality Improvement (MQI) Report (Refer to **Attachment J** of this Agreement)
   (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to **Attachment K** of this Agreement)
   (e) Clinic RN Supervisory School Visit (Refer to **Attachment L** of this Agreement)
   (f) Clinic Daily Data Collection Worksheet (Refer to **Attachment M** of this Agreement)
   (g) Clinic Monthly Data Collection Data Collection Form (Refer to **Attachment N** of this Agreement)
   (h) Report of Medication Error (Refer to **Attachment O** of this Agreement)
   (i) CSHS Incident Report (Refer to **Attachment P** of this Agreement)
   (j) Monthly Summary Log (Refer to **Attachment Q** of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.

10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.

11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer **Attachments S and T** of this Agreement)

12. **Professional Development of Agency's Staff:** VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.

13. **RN Supervision Ratio:** VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.

14. **Healthcare Staffing Coverage**: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.

15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment U** of this Agreement.

16. **Director of Nursing and Nursing Supervisors:** VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.

17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.

19. **Written Notification:** VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.

20. **Registered Nurse:** VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.

21. **Communication Process:** All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.

22. **Federal and State Mandated Requirements.** It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.

23. **Introduction.** VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.

24. **School Health Services Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer **Attachment V** of this Agreement)

25. **Pediatric Healthcare Professional:** VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.

26. **Services:** VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
    (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
    (b) Administering medication
    (c) AED/CPR/First Aid
    (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
    (e) Nebulizer treatments
    (f) Catheterization

(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:

i. For the RN/HST program, VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.

ii. VENDOR staff working in the School Health Room, on-site school classrooms, and medically fragile students, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.

G. **Interviewing Healthcare Personnel**: SBBC reserves the right to interview RNs, LPNs, RTs, and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any person prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) shall be replaced within thirty-six (36) hours of the request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of VENDOR to replace the above personnel, as required, may result in default of their contract.

H. **Replacement Personnel**: Replacement personnel (substitutes or long-term) shall have credentials equivalent to the individual whom they replace, and their credentials shall be maintained by VENDOR.

I. **Identification/Attire/Cell Phones: It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g., RN, LPN, HST on their person at all times and before assignment.** Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes shall be close-toed. Personal cell phones are to be used for emergencies only. No excessive jewelry, i.e. large earrings, a large necklace, multiple bracelets and rings, and no hats.

J. **Attendance/Punctuality**: All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system at the location.

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

L. **SBBC's School Day Calendar**: VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to **SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESLS shall submit the approved invoices for payment to the Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment W** of this Agreement.

i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. **(Refer to Attachment A, #2** of this Agreement)

ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment X** of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in **Attachment Y** of this Agreement.

iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.

v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.

vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.

vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

2. **HEALTHCARE DOCUMENTATION**

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

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer **Attachment Z** of this Agreement)

C. **Diabetes Authorization of Medication/Treatment**: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer **Attachment AA** of this Agreement)

D. **Daily Diabetic Log**: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.

E. **Healthcare Notes**: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

F. **Student Healthcare Plan**: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

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

G. **Student Clinic Pass**: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer **Attachment BB** of this Agreement)

H. **Daily Clinic Log**: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer **Attachment CC** of this Agreement)

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) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: Medication and Procedure log documentation in the school setting.
(c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
(d) Section 4: Training/Licensure documents of the nurse.
(e) Section 5: Documentation of training to school staff.
(f) Section 6: Supervisor visit documentation

B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.

C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.

D. Meet the student's personal care and needs.

E. Assist the student in accessing/completing tasks at school as needed.

F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.

G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).

H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

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.

Broward County Public Schools

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

ATTACHMENT D

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial ____	Lifestyle change ____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other ____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				

Comments:_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other:_____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title):_____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____	_____	_____
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: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

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:** ____
School Name and Phone #: _____ **Fax#:** _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

_____ _____
Physician's Name (Printed) **Physician's Signature**

_____ _____
Physician's Telephone & Fax Numbers

Physician's Office Address **Date Completed**

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he she is away from school property for official school events. If my child has been authorized by his her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal designee to perform the administration of the prescribed medication.

NOTE:
- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ _____
Parent /Guardian Name (Printed) Signature of Parent / Guardian

_____ _____
Date Signed Contact Phone Number

Form #2240 Rev. 12-19

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 33311

AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name: _____ **Grade:** _____

Date of Birth:

School Name: _____

Diagnosis: **Allergies:**

TREATMENTS DURING SCHOOL HOURS

Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO. IF "YES", specify: List

any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

_____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, **IF "NO", specify:** _____

Physician's Name (Printed) **Physician's Signature** _____

Physician's Telephone & Fax Number **Date Completed:**

Physician's Office Address

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT

(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment procedure to or for my child during the school day, including when he she is away from school property for official school events. If my child has been authorized by his her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal designee to perform the administration of the prescribed treatment. **NOTE: school personnel may administer only treatments authorized by a physician.** ***It is your responsibility to notify the school when there is a change in treatment regimen.***

Parent / Guardian Name (Printed) Signature of Parent / Guardian

Date Signed Contact Number

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 23rd day of June, 2020 the "***Effective Date***"), by and between

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

and

CR & RA INVESTMENTS, INC.
D/B/A INTEGRITY HEALTH SERVICES
(hereinafter referred to as "Business Associate"),
whose principal place of business is
10585 SW 109th Court, Suite 208
Miami, Florida 33176

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) **"*Breach*"** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) "***Business Associate***" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) "***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996.

(g) "***HITECH Act***" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. **Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

   (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

   (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

   (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

   (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

   (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

   (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

   (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

   (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

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

ARTICLE 2 – SPECIAL CONDITIONS

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. **Compliance with EDI Rule.**

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

7. **Subsequent Legislative or Regulatory Changes.**

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

8. **Amendment.**

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

9. **Term and Termination.**

(a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

10. Indemnification.

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	Carlos Rivero, President CR & RA Investments, Inc. d/b/a Integrity Healthcare Services 10585 SW 109th Court, Suite 208 Miami, Florida 33176
With a Copy to:	Ryan Ross, Regional Accounts Manager/School Liaison CR & RA Investments, Inc. d/b/a Integrity Healthcare Services 7771 W. Oakland Park Blvd., Suite 218 Sunrise, Florida 33351

ARTICLE 3 – GENERAL CONDITIONS

23. Severability.

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

24. Captions.

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

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: CR & RA Investments, Inc. d/b/a Integrity Health Services - RFP FY21-008 – Healthcare Services
Date: 2020.06.11 11:26:41 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

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

By: Raul Arce owner/V.P.

Signature

Print Name and Title

Witness

Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/29/2020 (*date*) by RAUL ARCE (*name of officer or agent, title of officer or agent*) of Integrity Health Services (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 28th day of MAY, 2020.

My Commission Expires: 9/25/2020

Signature – Notary Public

Natalie Gonzalez

Notary's Printed Name

(SEAL)

NATALIE GONZALEZ
Notary Public - State of Florida
Commission # GG 020950
My Comm. Expires Sep 25, 2020
Bonded through National Notary Assn.

GG 020950

Notary's Commission No.

EXHIBIT A

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

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

_____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ Date:_____

Agency/SBBC:_____ Nurse:_____

Health Room Person RN:_____ LPN:_____ No. of Hours/Day:_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ RN ☐ LPN ☐ Nursing Supervisor ☐ CSHS

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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 Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

Broward County Public Schools

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

HEALTH

School Name/Level: _____ Health Room Staff Name/Title: _____ Date: _____

School Type: ☐ Basic ☐ Comprehensive ☐ Full Service Health Provider Type: ☐ RN ☐ LPN ☐ HST ☐ School Designee

Table 1: Total Visits		Table 2: Outcome Dispositon by Provider		Table 3: Medications		Table 4: Direct Services Provided By		Table 5: Referral To	
a Total # Student Visits	0	☐ RN		1 Oral	0	1 R.N. / A.R.N.P.	0	1 Abuse Registry	0
		1 911 Services	0	2 Inhaler/Nebulizer	0	2 L.P.N.	0	2 Dental Care	0
TOTAL:	0	2 Emergency Room	0	3 Insulin Administration	0	3 Health Support Tech	0	3 Guidance Counselor	0
		3 Returned to Class	0	4 Topical	0	4 School Designee	0	4 Pregnancy Care	0
		4 Sent Home	0	5 Eye	0			5 Healthy Start	0
		5 Other	0	6 Ear	0			6 Sexual Health Services	0
		TOTAL RN:	0	7 Nasal	0			7 Kidcare	0
		☐ LPN		8 Rectal	0			8 Healthcare Provider	0
		1 911 Services	0	9 G Tube	0			9 Mental Health Counseling	0
		2 Emergency Room	0	10 Injection	0			10 Social Work Services	0
		3 Returned to Class	0	11 Intravenous Treatments	0			11 Subst. Abuse Cour.	0
		4 Sent Home	0	12 Other Routes	0			12 Parent	0
		5 Other	0	TOTAL MEDICATIONS BY ROUTE	0			13 No Referral	0
		TOTAL LPN:	0	Complex Procedures					
		☐ UAP (HST/School Designee)		13 Carbohydrate Counting	0				
		1 911 Services	0	14 Glucose Monitoring	0				
		2 Emergency Room	0	15 Catheterization	0				
		3 Returned to Class	0	16 Ostomy care	0				
		4 Sent Home	0	17 Electronic Monitoring (Cardiac,Pulse Ox, BP,Other)	0				
		5 Other	0	18 Tube/PEG Feeding	0				
		TOTAL UAP:	0	18 Tube/PEG Flush	0				
		TOTAL OUTCOMES	0	19 Oxygen cont./intermittent	0				
				20 Specimen Collect./testing	0				
				21 Tracheostomy Care	0				
				22 Ventilator Dependent Care	0				
				TOTAL COMPLEX PROCEDURES	0				
				Other Procedures					
				23 *First Aid (5031)	0				
				24 *Other	0				
				TOTAL OTHER PROCEDURES	0				
				TOTAL MEDS & PROCEDURES	0				

1/09/2016

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

_____

_____

_____

Agency Supervisor Signature: _____ **DATE:** _____

Agency Nurse Signature: _____ **DATE:** _____

District Chronic Health Nurse Comments

_____

_____

_____

_____

_____

Signature: _____ **Date:** _____

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	Date of Completion:

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date

Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ **Time:** _____

School: _____ **Agency:** _____

Employee Name/Title: _____

Issues found upon clinic audit:

_____
_____
_____
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Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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) Emergency Care Plan (ECP)	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. 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.

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AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: F-1.

MEETING DATE: 2018-10-02 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: F. OFFICE OF ACADEMICS

DEPARTMENT: Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init I	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title:

Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature:

Mickoy Valbrun-Pope
9/13/2018, 12:11:09 PM

Electronic Signature

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04/2017
RWR/ MVP/MB:etb

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.

Florida HEALTH

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name P Thaqi MD Signature	10-26--18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 Date 10/18/18
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 Date 10/2/18
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Maria M. Rose Printed Name Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 Date 10/18/18
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Seltzer Signature	10/8/18 Date

SUMMARY – SCHOOL HEALTH SERVICES PLAN 2018–2020

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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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

	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 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.			(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.	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

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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 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.

	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 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/designee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

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

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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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School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i)(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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.

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

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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

			guidelines/policies/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____

Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

Revised: 112916

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454
INVOICE DATE:: 9/2/2019
WEEK #2 8/22 – 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1400 NW 14th COURT
COORDINATED STUDENT HEALTH SERVICES
ATTN: MARIA TORRES
FT. LAUDERDALE, FL 33311

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
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PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

Rev. 9/27/10

STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# of tablets or amount of liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

Rev. 9/27/10

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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 **Fax (754) 321-1687**

Student Name _____ Date _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- **If student is on an insulin pump the parent will also provide:**
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687. The school must make parent aware that it may take several days to staff clinic with trained personnel. The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade_____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home_____
Work_____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home_____
Work_____ Cellular_____
Physician/Healthcare Providers: _____
Other Emergency Contact_____ Phone Number:_____ Home: _____
Relationship: _____ Work/Cellular_____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast ☐ Before PE/Activity Time
☐ Mid-morning (before snack) ☐ After PE/Activity Time
☒ Before lunch ☐ Mid-afternoon
☐ Dismissal ☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model_____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (if pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____mg/dl and at least _____hours since last insulin dose.

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No
If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
_____1_____ # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Determine dose per sliding scale below:

Blood sugar: Less than ___	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects
_____	_____	_____	_____	_____

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is BELOW 70mg/dL or if GREATER THAN 300 with ketones.

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda *or*
- ☒ 3-4 glucose tablets *or*
- ☒ Concentrated gel or tube frosting *or*
- ☒ 8 oz. Milk *or*
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. ***(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**

☒ **Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.**

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ Date: _____

Physician/Healthcare Provider: _____ Phone number: _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ Date: _____

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/ sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below 80 mg/dL If blood glucose not above 80 mg/dL after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

Reviewed by School Health Personnel: _____ _____/_____ _____
Revised 5/19/16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name: _____ Date of Birth: _____ Pump Make/Model _____

Pump Resource Person: _____ Phone/Cell: _____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range: _____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times: _____

Insulin Correction Formula for Blood Glucose Over Target : _____

Extra pump supplies furnished by parent guardian: ☐ insulin sets ☐ reservoirs ☐ batteries ☐ dressing/tape ☐ insulin ☐ insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:

Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.

1. **If no ketones**, give bolus by pump and recheck in 2 hours
2. **If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION** give correction bolus as an **injection** immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature: _____ Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: Office _____

Parent's Signature: _____ Date: _____

Revised 5/19/16

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s: (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other: _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified: _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other: _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at: (Time) _____

Comments: _____
_____
_____

Clinic Action Handled by: _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR.

Date: _____

Type your school's name here
DAILY CLINIC LOG ACTIVITY

Place a "√" in the appropriate boxes ⇩

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Completed Logs should be maintained by the school

Rev. 9/20/10

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 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 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents:** 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

6) Training No Cost
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

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

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

2.05 **SBBC Disclosure of Education Records**.

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions

2) Health screening records (including body mass index, vision, hearing, and scoliosis)

3) Immunization records

4) Parent and emergency contact information

5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)

6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
   ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
   iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
   iv. Report of Medication Error (**Attachment F** of this Agreement);
   v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
   vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees'

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

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice 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

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

2.11 **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 **Liability**. 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) 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) Required Conditions. 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) Cancellation of Insurance. 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 **Incorporation by Reference**. 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 **Independent Contractor.** 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.

3.05 **Termination.** 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent

and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

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 13:35:15 -04'00'

Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

SIERRA LIFECARE, INC.

ATTEST:

By Chad Rabone

_____, Secretary

Print Name: Chad Rabone

-or-

Title: Administrator

Judith D. Perkins
Witness

Sharon Collett
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 19, 2020 (*date*) by Chad Rabone (*name of officer or agent, title of officer or agent*) of Sierra Lifecare, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 19th day of May, 2020.

My Commission Expires:

Michele Morales
Signature – Notary Public

(SEAL)

MICHELE MORALES
Notary Public - State of Florida
Commission # GG 049673
My Comm. Expires Dec 30, 2020
Bonded through National Notary Assn.

Michele Morales
Notary's Printed Name

GG 049673
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 5th of each month from the start of the contract:
   (a) Diabetic Student Teaching Skills Record (Refer to **Attachment D** of this Agreement)
   (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to **Attachment E** of this Agreement)
   (c) Monthly Quality Improvement (MQI) Report (Refer to **Attachment J** of this Agreement)
   (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to **Attachment K** of this Agreement)
   (e) Clinic RN Supervisory School Visit (Refer to **Attachment L** of this Agreement)
   (f) Clinic Daily Data Collection Worksheet (Refer to **Attachment M** of this Agreement)
   (g) Clinic Monthly Data Collection Data Collection Form (Refer to **Attachment N** of this Agreement)
   (h) Report of Medication Error (Refer to **Attachment O** of this Agreement)
   (i) CSHS Incident Report (Refer to **Attachment P** of this Agreement)
   (j) Monthly Summary Log (Refer to **Attachment Q** of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.

10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.

11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer **Attachments S and T** of this Agreement)

12. **Professional Development of Agency's Staff:** VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.

13. **RN Supervision Ratio:** VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.

14. **Healthcare Staffing Coverage**: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.

15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment U** of this Agreement.

16. **Director of Nursing and Nursing Supervisors:** VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.

17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.

19. **Written Notification**: VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.

20. **Registered Nurse:** VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.

21. **Communication Process**: All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.

22. **Federal and State Mandated Requirements**. It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.

23. **Introduction**. VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.

24. **School Health Services Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer **Attachment V** of this Agreement)

25. **Pediatric Healthcare Professional**: VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.

26. **Services**: VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
    (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
    (b) Administering medication
    (c) AED/CPR/First Aid
    (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
    (e) Nebulizer treatments
    (f) Catheterization

(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:

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: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to **SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESLS shall submit the approved invoices for payment to the Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT**. Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment W** of this Agreement.

   i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. **(Refer to Attachment A, #2** of this Agreement**)**

   ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment X** of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in **Attachment Y** of this Agreement.

iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.

v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.

vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.

vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

2. **HEALTHCARE DOCUMENTATION**

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

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer **Attachment Z** of this Agreement)

C. **Diabetes Authorization of Medication/Treatment**: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer **Attachment AA** of this Agreement)

D. **Daily Diabetic Log**: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.

E. **Healthcare Notes**: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

F. **Student Healthcare Plan**: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

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

G. **Student Clinic Pass**: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer **Attachment BB** of this Agreement)

H. **Daily Clinic Log**: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer **Attachment CC** of this Agreement)

I. **Monthly Summary Log and Data Collection Forms**: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.

3. **Healthcare Duties and Service – Direct Healthcare Provider to Student Ratio**

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

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

i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to record arrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.

ii. Remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.

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

(a) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: Medication and Procedure log documentation in the school setting.
(c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
(d) Section 4: Training/Licensure documents of the nurse.
(e) Section 5: Documentation of training to school staff.
(f) Section 6: Supervisor visit documentation

B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.

C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.

D. Meet the student's personal care and needs.

E. Assist the student in accessing/completing tasks at school as needed.

F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.

G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).

H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

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.

Broward County Public Schools

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

ATTACHMENT D

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial ____	Lifestyle change ____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other ____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(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:_____

Nurse Name (Print):_____

Nurse Signature:_____

5/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other:_____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title):_____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____ _____ _____

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: _____

_____

Type of error: _____

Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland

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: ____
School Name and Phone #: _____ Fax#: _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

_____ Physician's Name (Printed)

_____ Physician's Signature

_____ Physician's Telephone & Fax Numbers

_____ Physician's Office Address

_____ Date Completed

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ Date of Birth: _____ Grade: _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal designee to perform the administration of the prescribed medication.

NOTE:
- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ Parent Guardian Name (Printed)

_____ Signature of Parent / Guardian

_____ Date Signed

_____ Contact Phone Number

Form #2240 Rev. 12/19

Authorizing Treatment

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

Student's Name: _____ Grade: _____
Date of Birth: _____
School Name: _____

Diagnosis: Allergies:

TREATMENTS DURING SCHOOL HOURS
Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO, IF "YES", specify: List

any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

Physician's Name (Printed) Physician's Signature _____
Physician's Telephone & Fax Number Date Completed:
Physician's Office Address
This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ Date of Birth: _____ Grade: _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment procedure to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal designee to perform the administration of the prescribed treatment. NOTE: school personnel may administer only treatments authorized by a physician. *It is your responsibility to notify the school when there is a change in treatment regimen.*

Parent Guardian Name (Printed) Signature of Parent Guardian

Date Signed Contact Number

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 23rd day of June, 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. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) ***"Breach"*** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) "***Business Associate***" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) "***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996.

(g) "***HITECH Act***" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

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

(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.

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) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Director, Coordinated Student Health Services
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, Florida 33311

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:

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.

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

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

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.

Chad Rabone — By: Chad Rabone / Administrator

Signature — Print Name and Title

Judith A. Perkins
Witness

Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 19, 2020 (*date*) by Chad Rabone (*name of officer or agent, title of officer or agent*) of Sierra Lifecare, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 19th day of May, 2020.

My Commission Expires:

Michele Morales
Signature – Notary Public

Michele Morales
Notary's Printed Name

(SEAL)

MICHELE MORALES
Notary Public - State of Florida
Commission # GG 049673
My Comm. Expires Dec 30, 2020
Bonded through National Notary Assn.

GG 049673
Notary's Commission No.

EXHIBIT A

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

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

_____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ Date:_____

Agency/SBBC:_____ Nurse:_____

Health Room Person RN:____ LPN:____ No. of Hours/Day:_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ RN ☐ LPN ☐ Nursing Supervisor ☐ CSHS

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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 Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report): _____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

Broward County Public Schools

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

School Name/Level: _____ Health Room Staff Name/Title: _____ Date: _____

School Type: ☐ Basic ☐ Comprehensive ☐ Full Service Health Provider Type: ☐ RN ☐ LPN ☐ HST ☐ School Designee

Table 1: Total Visits		Table 2: Outcome Disposition by Provider		Table 3: Medications		Table 4: Direct Services Provided By		Table 5: Referral To	
a Total # Student Visits	0	☐ RN		1 Oral	0	1 RN / ARNP	0	1 Active Registry	0
TOTAL:	0	1 911 Services	0	2 Inhale/Nebulizer	0	2 LPN	0	2 Dental Care	0
		2 Emergency Room	0	3 Insulin Administration	0	3 Health Super Tech	0	3 Guidance Counselor	0
		3 Returned to Class	0	4 Topical	0	4 School Designee	0	4 Pregnancy Care	0
		4 Sent Home	0	5 Eye	0			5 Healthy Start	0
		5 Other	0	6 Ear	0			6 Social Health Services	0
		TOTAL RN	0	7 Nasal	0			7 Kidcare	0
		☐ LPN		8 Rectal	0			8 Health Care Provider	0
		1 911 Services	0	9 G Tube	0			9 Mental Health Counseling	0
		2 Emergency Room	0	10 Injection	0			10 Social Work Services	0
		3 Returned to Class	0	11 Intravenous Treatments	0			11 Substance Abuse Prev	0
		4 Sent Home	0	12 Other Routes	0			12 Parent	0
		5 Other	0	TOTAL MEDICATIONS BY ROUTE	0			13 No Referral	0
		TOTAL LPN	0	Complex Procedures					
		☐ UAP (HST-School Designee)		13 Gastrostomy Feeding	0				
		1 911 Services	0	14 Glucose Monitoring	0				
		2 Emergency Room	0	15 Catheterization	0				
		3 Returned to Class	0	16 Ostomy Care	0				
		4 Sent Home	0	17 Electronic Monitoring	0				
		5 Other	0	18 Tracheostomy Care, Suctioning	0				
		TOTAL UAP	0	19 Tube Feeding	0				
		TOTAL OUTCOMES	0	20 Ventilator Dependent Care	0				
				TOTAL COMPLEX PROCEDURES	0				
				Other Procedures					
				23 *First Aid (911)	0				
				24 *Other	0				
				TOTAL OTHER PROCEDURES	0				
				TOTAL MEDS & PROCEDURES	0				

_____

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

_____

_____

_____

Agency Supervisor Signature: _____ DATE: _____

Agency Nurse Signature: _____ DATE: _____

District Chronic Health Nurse Comments

_____

_____

_____

_____

_____

Signature: _____ Date: _____

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BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	Date of Completion:

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ Time: _____

School: _____ Agency: _____

Employee Name/Title: _____

Issues found upon clinic audit:

_____
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Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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.

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AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

ITEM No.: F-1.

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init I	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title:

Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature

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

Electronic Signature

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Form #4180 Revised 08/04/2017
RWR MVP/MB:etb

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.

Florida HEALTH

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name Thaqi MD Signature	10-26-18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 10/18/18 Date
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 10/2/18 Date
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Maureen Bowyer Printed Name Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keeffe Printed Name Maureen O'Keeffe Signature	10/18/18 10/18/18 Date
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Signature	10/8/18 Date

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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

	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 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:

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.	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

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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 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.

	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 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/designee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

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

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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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School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i)(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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.

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

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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

			guidelines/policies/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week:	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____

Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

Revised: 112916

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454

INVOICE DATE: 9/2/2019

WEEK #2 8/22 – 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1400 NW 14th COURT
COORDINATED STUDENT HEALTH SERVICES
ATTN: MARIA TORRES
FT. LAUDERDALE, FL 33311

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						
AM																						
Initials																						
PM																						
Initials																						

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

Rev 9/27/10

STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# of Tablets or amount of Liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

Rev. 9/27/10

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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 Fax (754) 321-1687

Student Name _____ Date _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- If student is on an insulin pump the parent will also provide:
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687. The school must make parent aware that it may take several days to staff clinic with trained personnel. The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade_____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home_____
Work_____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home_____
Work_____ Cellular_____
Physician/Healthcare Providers: _____
Other Emergency Contact: _____ Phone Number: _____ Home: _____
Relationship: _____ Work/Cellular_____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast ☐ Before PE/Activity Time
☐ Mid-morning (before snack) ☐ After PE/Activity Time
☒ Before lunch ☐ Mid-afternoon
☐ Dismissal ☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model_____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (if pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No

If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
_____1_____ # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____mg/dl and at least _____hours since last insulin dose.

Determine dose per sliding scale below:

Blood sugar: Less than ____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects
_____	_____	_____	_____	_____

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is BELOW 70mg/dL or if GREATER THAN 300 with ketones.

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda or
- ☒ 3-4 glucose tablets or
- ☒ Concentrated gel or tube frosting or
- ☒ 8 oz. Milk or
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. *(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

☒ Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ Date: _____

Physician/Healthcare Provider: _____ Phone number: _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ Date: _____

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below 80 mg/dL If blood glucose not above 80 mg/dL after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

Reviewed by School Health Personnel: _____ _____ _____ _____
Revised 5 19 16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name:_____ Date of Birth: _____ Pump Make/Model_____

Pump Resource Person: _____Phone/Cell:_____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range:_____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times:_____

Insulin Correction Formula for Blood Glucose Over Target: _____

Extra pump supplies furnished by parent guardian: ☐insulin sets ☐reservoirs ☐batteries ☐dressing/tape ☐insulin ☐insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:

Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.
1. If no ketones, give bolus by pump and recheck in 2 hours
2. If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION give correction bolus as an injection immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature:_____ Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: Office_____

Parent's Signature: _____ Date: _____

Revised 5/2016

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s. (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other. _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified. _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other. _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at (Time): _____

Comments: _____

_____

_____

Clinic Action Handled by _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR

Type your school's name here

Date: _____ DAILY CLINIC LOG ACTIVITY Place a "√" in the appropriate boxes ⇩

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / Signature / Initials _____ /

Signature / Initials _____ / Signature / Initials _____ /

Completed Logs should be maintained by the school

Rev. 9/2010

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 2020, by and between

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

and

CREATIVE SOLUTIONS COMPANION CARE SERVICE, "LLC"
D/B/A CREATIVE SOLUTIONS IN HOME HEALTH
(hereinafter referred to as "VENDOR"),
whose principal place of business is
524 Datura Street, Suite 109
West Palm Beach, Florida 33401

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

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

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1, then;
Third: RFP FY21-008 – Healthcare Services
Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment**.

(a) VENDOR's costs for the services it renders to SBBC under this Agreement shall be as follows:

1) Registered Nurse (RN) Supervisor $32.00/hour
Thirty-Two Dollars and 00/100 Cents ($32.00) per hour
1:10 school-based nurses
1:10 acute care medical fragile nurses
Hourly rate for RN supervisor(s) includes substitutes

2) RN Registered Nurse $29.50/hour
Twenty-Nine Dollars and 50/100 Cent
Hourly rate for RN's includes substitutes

3) LPN Licensed Practical Nurse $27.00/hour
Twenty-Seven Dollars and 00/100 Cents ($27.00) per hour
Hourly rate for LPN's includes substitutes

4) RT Respiratory Therapist $29.75/hour
Twenty-Nine Dollars and 75/100 Cents ($29.75) per hour
Hourly rate for RT's includes substitutes

5) Unlicensed Assistive Healthcare Personnel $16.75/hour
Sixteen Dollars and 75/100 Cents ($16.75) per hour
Hourly rate for UAHP's includes substitutes

6) Training No Cost
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

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

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

2.05 **SBBC Disclosure of Education Records.**

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions

2) Health screening records (including body mass index, vision, hearing, and scoliosis)

3) Immunization records

4) Parent and emergency contact information

5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)
6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
   ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
   iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
   iv. Report of Medication Error (**Attachment F** of this Agreement);
   v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
   vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
To VENDOR:	Anthony Bradford, CEO Creative Solutions Companion Care Services, "LLC" d/b/a Creative Solutions In Home Health 524 Datura Street, Suite 109 West Palm Beach, Florida 33401
With a Copy to:	Rose Lawless, Director of Procurement Creative Solutions Companion Care Services, "LLC" d/b/a Creative Solutions In Home Health 524 Datura Street, Suite 109 West Palm Beach, Florida 33401

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

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.

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

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

2.12 **Liability.** 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) Verification of Coverage. Proof of the required insurance shall be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR shall verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies shall include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.

2.15 **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 **Incorporation by Reference**. 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 **Independent Contractor**. 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.

3.05 **Termination**. 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

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

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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

By _____
Donna P. Korn, Chair

ATTEST:

_____
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: Creative Solutions Companion Care Service, "LLC" d/b/a Creative Solutions In Home Health - RFP FY21-008 – Healthcare Services
Date: 2020.06.11 07:30:06 -04'00'

_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

ATTEST:

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

By Anthony Bradford

_____, Secretary

Print Name: Anthony Bradford

-or-

Title: CEO

Samuel Finley Samuel Finley
Witness

William Torres
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 05/20/2020 (*date*) by Anthony Brad Ford (*name of officer or agent, title of officer or agent*) of Creative Solutions (*name of corporation acknowledging*), a Agent (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline*) or has produced Florida Drivers Lic (*type of identification*) as identification and who ☒did/☐did not first take an oath this 20th day of May, 2020.

My Commission Expires:

NIDA MOHAMMED
MY COMMISSION # GG 138795
EXPIRES: September 5, 2021
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Signature – Notary Public

Wida Mohammed
Notary's Printed Name

(SEAL)

GG138795
Notary's Commission No.

SCOPE OF WORK

1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.

2. **Medicaid Billing and Documentation** – VENDOR, shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.

3. **Sample Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.

4. **Healthcare Services for the District**: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC will not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.

5. **Authorization of Healthcare Services**: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.

6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
   (a) Diabetic Student Teaching Skills Record (Refer to **Attachment D** of this Agreement)
   (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to **Attachment E** of this Agreement)
   (c) Monthly Quality Improvement (MQI) Report (Refer to **Attachment J** of this Agreement)
   (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to **Attachment K** of this Agreement)
   (e) Clinic RN Supervisory School Visit (Refer to **Attachment L** of this Agreement)
   (f) Clinic Daily Data Collection Worksheet (Refer to **Attachment M** of this Agreement)
   (g) Clinic Monthly Data Collection Data Collection Form (Refer to **Attachment N** of this Agreement)
   (h) Report of Medication Error (Refer to **Attachment O** of this Agreement)
   (i) CSHS Incident Report (Refer to **Attachment P** of this Agreement)
   (j) Monthly Summary Log (Refer to **Attachment Q** of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.

10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.

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

(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:

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: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to **SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESLS shall submit the approved invoices for payment to the Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT**. Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment W** of this Agreement.

   i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse VENDOR for services provided. **(Refer to Attachment A, #2** of this Agreement)

   ii. At the beginning of each school year, specific billing instructions are presented to the VENDOR. VENDOR shall attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment X** of this Agreement. VENDOR shall provide a contact person who shall be responsible for ensuring nurses are using the Kronos time clock to document their time in and out.

iii. Kronos is the software application used by SBBC to track VENDOR's personnel time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and shall replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day the nurses are assigned to work. A Kronos Time Clock User Agreement shall be signed by each nurse and returned to Coordinated Student Health Services. The User Agreement can be found in **Attachment Y** of this Agreement.

iv. VENDOR shall provide weekly invoices for nursing services, sent to the ESLS Department, and the invoices shall be separated for students with Section 504 disabilities and students with ESLS disabilities. Failure to provide the invoices in this format shall result in the invoice returned to VENDOR for correction. Invoices shall include, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.

v. Nurses that ride the bus shall clock in when they arrive and clock out before they get on the bus. The times when the nurse is on the bus shall be recorded on a District approved Time Sheet and submitted with the invoice.

vi. Nurses working Aftercare shall clock out of Kronos before working Aftercare. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility Coordinated Student Health Services and this time is not to be included on the invoice.

vii. Response to invoice discrepancies from VENDOR shall be submitted to ESLS within five (5) business days from date of request; otherwise, invoices shall be paid as determined by ESLS and no future requests by VENDOR for additional payment shall be honored.

2. **HEALTHCARE DOCUMENTATION**

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

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer **Attachment Z** of this Agreement)

C. **Diabetes Authorization of Medication/Treatment**: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer **Attachment AA** of this Agreement)

D. **Daily Diabetic Log**: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.

E. **Healthcare Notes**: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

F. **Student Healthcare Plan**: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

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

G. **Student Clinic Pass**: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer **Attachment BB** of this Agreement)

H. **Daily Clinic Log**: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer **Attachment CC** of this Agreement)

I. **Monthly Summary Log and Data Collection Forms**: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.

3. **Healthcare Duties and Service – Direct Healthcare Provider to Student Ratio**

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

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

i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to record arrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.

ii. Remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.

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

(a) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: Medication and Procedure log documentation in the school setting.
(c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
(d) Section 4: Training/Licensure documents of the nurse.
(e) Section 5: Documentation of training to school staff.
(f) Section 6: Supervisor visit documentation

B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.

C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.

D. Meet the student's personal care and needs.

E. Assist the student in accessing/completing tasks at school as needed.

F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.

G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).

H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the

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

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.

Broward County Public Schools

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

ATTACHMENT D

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial____	Lifestyle change____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				

Comments:_____

_____

_____

_____

_____

_____

_____

_____

_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other:_____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title):_____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____ _____ _____

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: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures." DHMH, Maryland.

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:** ____
School Name and Phone #: _____ **Fax#:** _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

_____ _____
Physician's Name (Printed) **Physician's Signature**

_____ _____
Physician's Telephone & Fax Numbers

Physician's Office Address **Date Completed**

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal/designee to perform the administration of the prescribed medication.

NOTE:
- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ _____
Parent /Guardian Name (Printed) Signature of Parent / Guardian

_____ _____
Date Signed Contact Phone Number

Form #2240 Rev. 12/19

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 33311

AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name: _____ **Grade:** _____
Date of Birth:
School Name: _____

Diagnosis: **Allergies:**

TREATMENTS DURING SCHOOL HOURS
Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen /Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO, IF "YES", specify: List

any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

_____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

Physician's Name (Printed) **Physician's Signature** _____
Physician's Telephone & Fax Number **Date Completed:**
Physician's Office Address
This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT

(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment procedure to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal designee to perform the administration of the prescribed treatment. **NOTE: school personnel may administer only treatments authorized by a physician.** ***It is your responsibility to notify the school when there is a change in treatment regimen.***

Parent / Guardian Name (Printed) Signature of Parent / Guardian

Date Signed Contact Number

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 23rd day of June, 2020 the "***Effective Date***"), by and between

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

and

CREATIVE SOLUTIONS COMPANION CARE SERVICE, "LLC"
D/B/A CREATIVE SOLUTIONS IN HOME HEALTH
(hereinafter referred to as "Business Associate"),
whose principal place of business is
524 Datura Street, Suite 109
West Palm Beach, Florida 33401

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) "***Breach***" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) **"*Business Associate*"** shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) **"*Designated Record Set*"** has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) **"*EDI Rule*"** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) **"*Electronic PHI*"** or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) **"*HIPAA*"** means the Health Insurance Portability and Accountability Act of 1996.

(g) **"*HITECH Act*"** means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) **"*Individual*"** shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) *"**Minimum Necessary**"* means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) *"**Omnibus Rule**"* means the HIPAA Omnibus Rule of 2013.

(k) **"*Privacy Rule*"** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) **"*Protected Health Information*"** or **"*PHI*"** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) **"*Required by Law*"** shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) **"*Secretary*"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) *"**Security Rule**"* shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) **"*Unsecured PHI*"** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

   (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

   (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

   (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

   (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

   (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

   (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

   (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

   (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

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

ARTICLE 2 – SPECIAL CONDITIONS

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

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

7. Subsequent Legislative or Regulatory Changes.

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

8. Amendment.

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

9. Term and Termination.

*(a) **Term.*** This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

*(b) **Termination for Convenience.*** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

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

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) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Director, Coordinated Student Health Services
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, Florida 33311

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:
Anthony Bradford, CEO
Creative Solutions Companion Care Services, "LLC"
d/b/a Creative Solutions In Home Health
524 Datura Street, Suite 109
West Palm Beach, Florida 33401

With a Copy to:
Rose Lawless, Director of Procurement
Creative Solutions Companion Care Services, "LLC"
d/b/a Creative Solutions In Home Health
524 Datura Street, Suite 109
West Palm Beach, Florida 33401

ARTICLE 3 – GENERAL CONDITIONS

23. Severability.

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

24. Captions.

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

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Creative Solutions Companion Care Service, "LLC" d/b/a Creative Solutions In Home Health - RFP FY21-008 – Healthcare Services
Date: 2020.06.11 07:30:59 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

ATTACHMENT I

FOR BUSINESS ASSOCIATE

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

Signature

By: Anthony Bradford CEO
Print Name and Title

Samuel Finley
Witness

William Torres
Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 05/20/2020 (*date*) by Anthony Bradford (*name of officer or agent, title of officer or agent*) of Creative Solutions (*name of corporation acknowledging*), a Agent (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me (*underline*) or has produced Florida Drivers Lic (*type of identification*) as identification and who ☑did/☐did not first take an oath this 20th day of May, 2020.

My Commission Expires:

NIDA MOHAMMED
MY COMMISSION # GG 138795
EXPIRES: September 5, 2021
Bonded Thru Notary Public Underwriters

(SEAL)

Signature – Notary Public

Wida Mohammed
Notary's Printed Name

GG138795
Notary's Commission No.

EXHIBIT A

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

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

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ Date:_____

Agency/SBBC:_____ Nurse:_____

Health Room Person RN:_____ LPN:_____ No. of Hours/Day:_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ **RN** ☐ **LPN** ☐ **Nursing Supervisor** ☐ **CSHS**

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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:	

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

Broward County Public Schools

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

School Name/Level: _____ Health Room Staff Name/Title: _____ Date: _____

School Type: ☐ Basic ☐ Comprehensive ☐ Full Service Health Provider Type: ☐ RN ☐ LPN ☐ HST ☐ School Designee

Table 1: Total Visits	
a Total # Student Visits	0
TOTAL:	0

Table 2: Outcome Disposition by Provider	
☐ RN	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL RN:	0
☐ LPN	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL LPN:	0
☐ UAP (HST/School Designee)	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL UAP:	0
TOTAL OUTCOMES	0

Table 3: Medications	
1 Oral	0
2 Inhaler/Nebulizer	0
3 Insulin Administration	0
4 Topical	0
5 Eye	0
6 Ear	0
7 Nasal	0
8 Rectal	0
9 G Tube	0
10 Injection	0
11 Intravenous Treatments	0
12 Other Routes	0
TOTAL MEDICATIONS BY ROUTE	0
Complex Procedures	
13 Carbohydrate Counting	0
14 Glucose Monitoring	0
15 Catheterization	0
16 Ostomy care	0
17 Electronic Monitoring (Cardiac Pulse Ox, BP Other)	0
18 Tube/PEG Feeding	0
19 Tube/PEG Flush	0
20 Oxygen care/Intermittent	0
21 Specimen Collect/ Testing	0
22 Tracheostomy Care	0
23 Ventilator Dependent Care	0
TOTAL COMPLEX PROCEDURES	0
Other Procedures	
23 *First Aid (5311)	0
24 *Other	0
TOTAL OTHER PROCEDURES	0
TOTAL MEDS & PROCEDURES	0

Table 4: Direct Services Provided By	
1 RN / ARNP	0
2 LPN	0
3 Health Support Tech	0
4 School Designee	0

Table 5: Referral To	
1 Abuse Registry	0
2 Dental Care	0
3 Guidance Counselor	0
4 Pregnancy Care	0
5 Healthy Start	0
6 Sexual Health Services	0
7 Kidcare	0
8 Healthcare Provider	0
9 Mental Health Counseling	0
10 Social Work Services	0
11 Sublet Abuse Coun	0
12 Parent	0
13 No Referral	0

_____ 12/5/2016

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

_____

_____

_____

Agency Supervisor Signature: _____ **DATE:** _____

Agency Nurse Signature: _____ **DATE:** _____

District Chronic Health Nurse Comments

_____

_____

_____

_____

_____

Signature: _____ **Date:** _____

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	Date of Completion:

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ **Time:** _____

School: _____ **Agency:** _____

Employee Name/Title: _____

Issues found upon clinic audit:

_____
_____
_____
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_____
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Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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 COUNTY, FLORIDA

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

ITEM No.: F-1.

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init (	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature

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

Electronic Signature

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04/2017
RWR/ MVP/MB:etb

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.

Florida HEALTH

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name P Thaqi MD Signature	10-26--18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 Date 10/18/18
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 Date 10/2/18
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Printed Name Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 Date 10/18/18
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Seltzer Signature	10/8/18 Date

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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

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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 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:

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.	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

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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.

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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.

	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 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/designee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

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

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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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School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i)(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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.

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

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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/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____
Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

Revised: 112916

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454

INVOICE DATE:: 9/2/2019

WEEK #2 8/22 – 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1400 NW 14th COURT
COORDINATED STUDENT HEALTH SERVICES
ATTN: MARIA TORRES
FT. LAUDERDALE, FL 33311

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																					
AM																					
Initials																					
PM																					
Initials																					
AM																					
Initials																					
PM																					
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PM																					
Initials																					

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

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STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT	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 **Fax (754) 321-1687**

Student Name _____ Date _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- **If student is on an insulin pump the parent will also provide:**
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687.
The school must make parent aware that it may take several days to staff clinic with trained personnel.
The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade_____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home_____
Work_____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home_____
Work_____ Cellular_____
Physician/Healthcare Providers:_____
Other Emergency Contact:_____ Phone Number:_____ Home: _____
Relationship: _____ Work/Cellular_____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast
☐ Mid-morning (before snack)
☒ Before lunch
☐ Dismissal
☐ Before PE/Activity Time
☐ After PE/Activity Time
☐ Mid-afternoon
☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model_____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (If pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No

If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
1 # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____mg/dl and at least _____hours since last insulin dose.

Determine dose per sliding scale below:

Blood sugar: Less than ___	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects
_____	_____	_____	_____	_____

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is BELOW 70mg/dL or if GREATER THAN 300 with ketones.

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda *or*
- ☒ 3-4 glucose tablets *or*
- ☒ Concentrated gel or tube frosting or
- ☒ 8 oz. Milk *or*
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. ***(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**

☒ **Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.**

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ **Date:** _____

Physician/Healthcare Provider: _____ **Phone number:** _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ **Date:** _____

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/ sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below 80 mg/dL If blood glucose not above 80 mg/dL after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

Reviewed by School Health Personnel: _____ _____/_____ _____
Revised 5/19/16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name:_____ Date of Birth: _____ Pump Make/Model_____

Pump Resource Person: _____Phone/Cell:_____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range:_____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times:_____

Insulin Correction Formula for Blood Glucose Over Target : _____

Extra pump supplies furnished by parent guardian: ☐insulin sets ☐reservoirs ☐batteries ☐dressing/tape ☐insulin ☐insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:
Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.
1. **If no ketones**, give bolus by pump and recheck in 2 hours
2. **If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION** give correction bolus as an **injection** immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature:_____ Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: Office _____

Parent's Signature: _____ Date: _____

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s: (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other: _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified: _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other: _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at (Time): _____

Comments: _____
_____
_____

Clinic Action Handled by: _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR.

Date: _____

Type you school's name here
DAILY CLINIC LOG ACTIVITY

Place a "√" in the appropriate boxes ⇩

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Completed Logs should be maintained by the school

Rev. 9/20/10

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 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 77th 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 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents:** 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

6) Training No Cost
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

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

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

2.05 **SBBC Disclosure of Education Records**.

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions
2) Health screening records (including body mass index, vision, hearing, and scoliosis)
3) Immunization records
4) Parent and emergency contact information
5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)

6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
   ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
   iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
   iv. Report of Medication Error (**Attachment F** of this Agreement);
   v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
   vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees'

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

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice 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 77th Street, #111 Boca Raton, Florida 33487
With a Copy to:	Dr. Tiffany North, Vice President of Strategic Development Speech Rehab Services, LLC 551 NW 77th Street, #111 Boca Raton, Florida 33487

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

2.11 **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 **Liability**. 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) 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) Required Conditions. 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) Cancellation of Insurance. 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 **Incorporation by Reference**. 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 **Independent Contractor**. 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.

3.05 **Termination**. 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent

and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed by 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 _____

Print Name: VICTOR SUVAL

Title: EXECUTIVE DIRECTOR

_____, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this MAY 18TH 2020 (*date*) by VICTOR SUVAL (*name of officer or agent, title of officer or agent*) of SPEECH REHAB SERVICES, LLC (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☐did/☒did not first take an oath this 18TH day of MAY, 2020.

My Commission Expires:
6/14/2021

(SEAL)

ANNETTE M DERENZO
Notary Public - State of Florida
Commission # GG 114822
My Comm. Expires Jun 14, 2021
Bonded through National Notary Assn.

_____
Signature – Notary Public

Annette M DeRenzo
Notary's Printed Name

GG 114822
Notary's Commission No.

SCOPE OF WORK

1. VENDOR shall provide all healthcare service requirements, as stated in **Attachment B** of this Agreement.

2. **Medicaid Billing and Documentation** – VENDOR, shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.

3. **Sample Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment, and reports to and from physicians. Progress notes shall reflect true intervals for services rendered.

4. **Healthcare Services for the District**: VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. VENDOR shall have a backup plan to provide coverage in the absence of their healthcare staff. SBBC shall not accept, from VENDOR, denial of medical or educational assistance due to the location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.

5. **Authorization of Healthcare Services**: VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four-hour timeline, VENDOR shall notify CSHS as soon as possible. VENDOR's assignments may be determined based on the level of experience and training of VENDOR's personnel.

6. **Data Collection:** The following forms shall be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
   (a) 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 (Refer **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)
   (j) Monthly Summary Log (Refer **Attachment Q**of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans shall be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR shall complete staff and child-specific training within thirty (30) calendar days of the completion of the Care Plan.

10. **Communication Binder:** VENDOR shall maintain a communication binder in the health room in accordance with District protocol.

11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action shall be resolved within thirty (30) calendar days from date of corrective action is issued. (Refer **Attachments S and T** of this Agreement)

12. **Professional Development of Agency's Staff:** VENDOR's staff working on behalf of Broward County Public Schools shall attend professional development workshops held three (3) times per school year.

13. **RN Supervision Ratio:** VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for supervisory visits is once every two weeks. VENDOR shall maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month.

14. **Healthcare Staffing Coverage**: VENDOR shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments shall first notify their agency supervisor and then the school.

15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment U** of this Agreement.

16. **Director of Nursing and Nursing Supervisors:** VENDOR shall attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.

17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development, and problem-solving of issues and concerns.

18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.

19. **Written Notification**: VENDOR shall provide a thirty (30) calendar day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to students or school.

20. **Registered Nurse:** VENDOR's RN shall perform the nursing assessment, create a plan of care, and attend 504 and IEP meetings at assigned school, and any other required RN duties.

21. **Communication Process**: All Healthcare Personnel assigned to the school health room or to medically fragile students shall adhere to the following process. If an issue or concern arises, the Principal or Principal designee shall be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services shall also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved, then the agency supervisor shall contact the Coordinated Student Health Services Department.

22. **Federal and State Mandated Requirements**. It is VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.

23. **Introduction**. VENDOR's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site shall collaborate.

24. **School Health Services Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan. (Refer **Attachment V** of this Agreement)

25. **Pediatric Healthcare Professional**: VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.

26. **Services**: VENDOR shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to:
    (a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
    (b) Administering medication
    (c) AED/CPR/First Aid
    (d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.)
    (e) Nebulizer treatments
    (f) Catheterization

(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:

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: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, shall show complete purchase order number and work performed, shall be submitted to **SBBC, Exceptional Student Learning Support Services (ESLS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESLS shall submit the approved invoices for payment to the Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT**. Services are required in accordance with the school day schedule and VENDOR may only bill for actual hours worked. VENDOR shall use the District approved Time Sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment W** of this Agreement.

i. VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students, which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC 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: http://www.browardhealthservices.com/forms/ or contact CSHS directly for a copy of the form. It is VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" shall be created monthly by healthcare personnel and used for any student with orders for the medication(s). VENDOR's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary. (Refer **Attachment Z** of this Agreement)

C. **Diabetes Authorization of Medication/Treatment**: "Diabetes Medication/Treatment Authorization" forms signed by the physician and parent/guardian is required for VENDOR's personnel to deliver medications and treatments to students with Diabetes. (Refer **Attachment AA** of this Agreement)

D. **Daily Diabetic Log**: VENDOR shall use the "Daily Diabetic Log" for a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note shall be clear and contain clear documentation as to the services provided. Daily Diabetic Log may be provided by CSHS Department or the school location.

E. **Healthcare Notes**: Copies of all healthcare/nurses notes for medically fragile students shall be given to the student's school at the end of the school year. These notes shall be placed in the student's CUM Health Record folder. If there is a termination of services, the copies shall be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

F. **Student Healthcare Plan**: VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Healthcare Action Plan (EHP) for students that are reviewed and signed by VENDOR's RN. The plans shall be placed in the student's health record in the health room. A copy of the

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

G. **Student Clinic Pass**: VENDOR shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder. (Refer **Attachment BB** of this Agreement)

H. **Daily Clinic Log**: VENDOR shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage. (Refer **Attachment CC** of this Agreement)

I. **Monthly Summary Log and Data Collection Forms**: VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms monthly and submit to the Florida Department of Health School Health Program manager. These forms may be provided by CSHS Department or school location.

3. **Healthcare Duties and Service – Direct Healthcare Provider to Student Ratio**

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

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

i. VENDOR shall accompany the student to and from school daily unless otherwise directed. VENDOR shall use the Kronos time system to record arrival and departure from school premises. The district approved timesheets shall be used to record arrival and departure times from student residence with parent/guardian signature for verification.

ii. Remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing, within 24 hours, of any absences from school inclusive of the reason for the absence.

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

(a) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: Medication and Procedure log documentation in the school setting.
(c) Section 3: Daily completion of flow chart/narrative documentation, which reflects the student's medical diagnoses and medical orders.
(d) Section 4: Training/Licensure documents of the nurse.
(e) Section 5: Documentation of training to school staff.
(f) Section 6: Supervisor visit documentation

B. All health procedures and treatments shall be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian shall also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms shall be submitted to CSHS at least one week before the expiration of the current authorization.

C. All documentation of care for students shall be on CSHS approved forms. Students are identified as such at the top of the forms.

D. Meet the student's personal care and needs.

E. Assist the student in accessing/completing tasks at school as needed.

F. On occasion, if another student in the same class requires a routine medication or treatment, VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.

G. If there is an emergency situation with another student in the school, school personnel, can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).

H. If the VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes shall include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes shall include the time the student boards the bus and the time the student arrives home. The healthcare personnel shall not enter the student's home.

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.

Broward County Public Schools

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

ATTACHMENT D

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial ____	Lifestyle change ____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other ____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				

Comments:_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other: _____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title): _____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____ For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____ _____ _____

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: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	**Date**	**Time**
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures." DHMH, Maryland.

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:** ____
School Name and Phone #: _____ **Fax#:** _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

_____ _____
Physician's Name (Printed) **Physician's Signature**

_____ _____
Physician's Telephone & Fax Numbers

Physician's Office Address **Date Completed**

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal/designee to perform the administration of the prescribed medication.

NOTE:
- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ _____
Parent /Guardian Name (Printed) Signature of Parent / Guardian

_____ _____
Date Signed Contact Phone Number

Form #2240 Rev. 12/19

Authorizing Treatment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 33311

AUTHORIZATION FOR MEDICATION/TREATMENT

Student's Name: _____ **Grade:** _____

Date of Birth:

School Name: _____

Diagnosis: **Allergies:**

TREATMENTS DURING SCHOOL HOURS

Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheostomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen /Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO, IF "YES", specify:

List any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify: _____

Physician's Name (Printed) **Physician's Signature** _____

Physician's Telephone & Fax Number **Date Completed:**

Physician's Office Address

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT

(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment/procedure to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal/designee to perform the administration of the prescribed treatment. **NOTE: school personnel may administer only treatments authorized by a physician.** ***It is your responsibility to notify the school when there is a change in treatment regimen.***

Parent / Guardian Name (Printed) Signature of Parent / Guardian

Date Signed Contact Number

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 23rd day of June, 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 77th 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. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) ***"Breach"*** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) ***"Business Associate"*** shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) ***"Designated Record Set"*** has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) ***"EDI Rule"*** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) ***"Electronic PHI"*** or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) ***"HIPAA"*** means the Health Insurance Portability and Accountability Act of 1996.

(g) ***"HITECH Act"*** means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) ***"Individual"*** shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) ***"Minimum Necessary"*** means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) ***"Omnibus Rule"*** means the HIPAA Omnibus Rule of 2013.

(k) ***"Privacy Rule"*** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) ***"Protected Health Information"*** or ***"PHI"*** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) ***"Required by Law"*** shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) ***"Secretary"*** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) ***"Security Rule"*** shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) ***"Unsecured PHI"*** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

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

ARTICLE 2 – SPECIAL CONDITIONS

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

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

7. Subsequent Legislative or Regulatory Changes.

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

8. Amendment.

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

9. Term and Termination.

(a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

10. Indemnification.

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	Victor Suvall, Executive Director Speech Rehab Services, LLC 551 NW 77th Street, #111 Boca Raton, Florida 33487
With a Copy to:	Dr. Tiffany North, Vice President of Strategic Development Speech Rehab Services, LLC 551 NW 77th Street, #111 Boca Raton, Florida 33487

ARTICLE 3 – GENERAL CONDITIONS

23. Severability.

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

24. Captions.

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

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Speech Rehab Services, LLC - RFP FY21-008 - Healthcare Services (2)
Date: 2020.06.16 10:41:17 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE

SPEECH REHAB SERVICES, LLC

Signature

By: VICTOR SUVALL EXECUTIVE DIRECTOR
Print Name and Title

Witness

Witness

The Following Notarization is Required for this Agreement

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this MAY 18TH 2020 (*date*) by VICTOR SUVALL (*name of officer or agent, title of officer or agent*) of SPEECH REHAB SERVICES, LLC (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline*) or has produced _____ (*type of identification*) as identification and who ☐did/☒did not first take an oath this 18TH day of MAY, 2020.

My Commission Expires: 6/14/2021

(SEAL)

ANNETTE M DERENZO
Notary Public – State of Florida
Commission # GG 114822
My Comm. Expires Jun 14, 2021
Bonded through National Notary Assn.

Signature – Notary Public

Annette M DeRenzo
Notary's Printed Name

GG 114822
Notary's Commission No.

EXHIBIT A

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

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

_____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ **Date:**_____

Agency/SBBC:_____ **Nurse:**_____

Health Room Person RN:____ **LPN:**____ **No. of Hours/Day:**_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ **RN** ☐ **LPN** ☐ **Nursing Supervisor** ☐ **CSHS**

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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:	

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

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BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

Broward County Public Schools

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

HEALTH

School Name/Level:_____ Health Room Staff Name/Title:_____ Date:_____

School Type: ☐ Basic ☐ Comprehensive ☐ Full Service Health Provider Type: ☐ RN ☐ LPN ☐ HST ☐ School Designee

Table 1: Total Visits	
a Total # Student Visits	0
TOTAL:	0

Table 2: Outcome Disposition by Provider	
☐ RN	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL RN:	0
☐ LPN	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL LPN:	0
☐ UAP (HST/School Designee)	
1 911 Services	0
2 Emergency Room	0
3 Returned to Class	0
4 Sent Home	0
5 Other	0
TOTAL UAP:	0
TOTAL OUTCOMES	0

Table 3: Medications	
1 Oral	0
2 Inhaler/Nebulizer	0
3 Insulin Administration	0
4 Topical	0
5 Eye	0
6 Ear	0
7 Nasal	0
8 Rectal	0
9 G Tube	0
10 Injection	0
11 Intravenous Treatments	0
12 Other Routes	0
TOTAL MEDICATIONS BY ROUTE	0
Complex Procedures	
13 Carbohydrate Counting	0
14 Glucose Monitoring	0
15 Catheterization	0
16 Ostomy care	0
17 Electronic Monitoring (Cardiac,Pulse Ox, BP,Other)	0
18 Tube/PEG Feeding	0
18 Tube/PEG Flush	0
19 Oxygen cont./intermittent	0
20 Specimen Collect /testing	0
21 Tracheostomy Care	0
22 Ventilator Dependent Care	0
TOTAL COMPLEX PROCEDURES	0
Other Procedures	
23 *First Aid (5031)	0
24 *Other	0
TOTAL OTHER PROCEDURES	0
TOTAL MEDS & PROCEDURES	0

Table 4: Direct Services Provided By	
1 RN /ARNP	0
2 LPN	0
3 Health Support Tech	0
4 School Designee	0

Table 5: Referral To	
1 Abuse Registry	0
2 Dental Care	0
3 Guidance Counselor	0
4 Pregnancy Care	0
5 Healthy Start	0
6 Sexual Health Services	0
7 Kidcare	0
8 Healthcare Provider	0
9 Mental Health Counseling	0
10 Social Work Services	0
11 Subst. Abuse Coun	0
12 Parent	0
13 No Referral	0

1/29/2019

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

_____

_____

_____

Agency Supervisor Signature: _____ **DATE:** _____

Agency Nurse Signature: _____ **DATE:** _____

District Chronic Health Nurse Comments

_____

_____

_____

_____

_____

Signature: _____ **Date:** _____

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BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	Date of Completion:

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ **Time:** _____

School: _____ **Agency:** _____

Employee Name/Title: _____

Issues found upon clinic audit:

Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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 COUNTY, FLORIDA

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

ITEM No.: F-1.

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init t	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature

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

Electronic Signature

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04/2017
RWR/ MVP/MB:etb

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.

Florida HEALTH

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name P Thaqi MD Signature	10-26-18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 10/18/18 Date
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 10/2/18 Date
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Maria Rhee Printed Name Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 10/18/18 Date
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Seltzer Signature	10/8/18 Date

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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

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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 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:

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.	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

			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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 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.

	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 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/designee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

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

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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 s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i)(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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.

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

			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

			guidelines/policies/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____
Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

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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

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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 _____

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																					
AM																					
Initials																					
PM																					
Initials																					
AM																					
Initials																					
PM																					
Initials																					
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AM																					
Initials																					
PM																					
Initials																					

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

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STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# of Tablets or amount of Liquids)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

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2

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 _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- **If student is on an insulin pump the parent will also provide:**
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687. The school must make parent aware that it may take several days to staff clinic with trained personnel. The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade _____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home _____
Work _____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home _____
Work _____ Cellular _____
Physician/Healthcare Providers: _____
Other Emergency Contact: _____ Phone Number: _____ Home: _____
Relationship: _____ Work/Cellular _____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast ☐ Before PE/Activity Time
☐ Mid-morning (before snack) ☐ After PE/Activity Time
☒ Before lunch ☐ Mid-afternoon
☐ Dismissal ☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model _____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (if pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____ mg/dl and at least _____ hours since last insulin dose.

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No

If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
1 # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Determine dose per sliding scale below:

Blood sugar: Less than		Insulin Dose	
Blood sugar:		Insulin Dose	
Blood sugar:		Insulin Dose	
Blood sugar:		Insulin Dose	
Blood sugar:		Insulin Dose	
Blood sugar:		Insulin Dose	
Blood sugar:		Insulin Dose	

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is BELOW 70mg/dL or if GREATER THAN 300 with ketones.

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda *or*
- ☒ 3-4 glucose tablets *or*
- ☒ Concentrated gel or tube frosting or
- ☒ 8 oz. Milk *or*
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. ***(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**

☒ **Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.**

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ **Date:** _____

Physician/Healthcare Provider: _____ **Phone number:** _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ **Date:** _____

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/ sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below 80 mg/dL If blood glucose not above 80 mg/dL after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * IF PROVIDED BY PARENT *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

1 2 3

4 5 6

Reviewed by School Health Personnel: _____ _____/_____ _____
Revised 5/19/16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name:_____ Date of Birth: _____ Pump Make/Model_____

Pump Resource Person: _____Phone/Cell:_____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range:_____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times:_____

Insulin Correction Formula for Blood Glucose Over Target : _____

Extra pump supplies furnished by parent guardian: ☐insulin sets ☐reservoirs ☐batteries ☐dressing/tape ☐insulin ☐insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:

Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.

1. If no ketones, give bolus by pump and recheck in 2 hours
2. If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION give correction bolus as an injection immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature:_____ Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: Office _____

Parent's Signature: _____ Date: _____

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s: (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other: _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified: _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other: _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at (Time): _____

Comments: _____
_____
_____

Clinic Action Handled by: _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR.

Date: _____

Type you school's name here
DAILY CLINIC LOG ACTIVITY

Place a "√" in the appropriate boxes ⇩

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Signature / Initials _____ / _____ Signature / Initials _____ / _____

Completed Logs should be maintained by the school

Rev. 9/20/10

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June, 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 **Recitals**. 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 **Description of Services Provided**. 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 **Priority Documents:** 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

6) Training No Cost
Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and VENDOR.

(b) VENDOR shall submit to the Exceptional Student Learning Support (ESLS) Department, Arthur Ashe Campus, 1701 NW 23rd Avenue, Fort Lauderdale, Florida 33311, an appropriate invoice. SBBC shall pay VENDOR for the cost of services satisfactorily rendered net

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

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

2.05 **SBBC Disclosure of Education Records**.

(a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:

1) For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).

2) For VENDOR to contact students' parents to discuss students' health information and history.

3) For VENDOR to review health screening records and perform screenings as needed.

4) For VENDOR to plan and provide health condition training (general staff and child-specific training) and emergency care. These trainings and emergency care must be provided by a registered nurse.

5) For VENDOR to review immunization records to ensure students are in compliance with state mandates.

6) School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.

7) For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).

(b) Types: SBBC shall provide VENDOR with the following education records:

1) Health roster listing names of all students in the school with chronic health conditions
2) Health screening records (including body mass index, vision, hearing, and scoliosis)
3) Immunization records
4) Parent and emergency contact information
5) Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)

6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. CSHS Incident Report including health concerns (**Attachment C** of this Agreement);
   ii. Diabetic Student Teaching Skills Record (**Attachment D** of this Agreement);
   iii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Attachment E** of this Agreement),
   iv. Report of Medication Error (**Attachment F** of this Agreement);
   v. Authorization for Medication/Treatment Form for administering medication (**Attachment G** of this Agreement); and
   vi. Authorization for Medication/Treatment Form for authorizing treatment (**Attachment H** of this Agreement).

(c) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student educational records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or students age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.06 **VENDOR Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-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 **Inspection of VENDOR's Records by SBBC**. 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) Duration of Right to Inspect. 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) Notice of Inspection. 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) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees'

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

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice 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

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

2.11 **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 **Liability**. 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. 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) Workers' Compensation. 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) Auto Liability. 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) 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) Required Conditions. 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) Cancellation of Insurance. 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 **Incorporation by Reference**. 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 **Independent Contractor.** 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.

3.05 **Termination.** 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 **Compliance with Laws**. 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 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent

and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. 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 **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 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 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. 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 **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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

_____
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, LLC - RFP FY21-008 - Healthcare Services
Date: 2020.06.01 16:30:43 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

TRINITY HEALTH CARE SERVICES, LLC

By _____

_____, Secretary

Print Name: GABRIEL SMITH

-or-

Title: CEO/ADMINISTRATOR

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 06/05/2020 (*date*) by Gabriel Smith (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me (*underline*) or has produced FL Driver License (*type of identification*) as identification and who ☐did/☑did not first take an oath this 05 day of June, 2020.

My Commission Expires: Oct 07, 2023

_____
Signature – Notary Public

Viviana Gonzalez
Notary's Printed Name

(SEAL)

GG920350
Notary's Commission No.

Viviana Gonzalez
Comm.#GG920350
Expires: October 7, 2023
Bonded Thru Aaron Notary

ATTACHMENT A

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 5th of each month from the start of the contract:
   (a) Diabetic Student Teaching Skills Record (Refer to **Attachment D** of this Agreement)
   (b) Medical Fragile Student Monthly Medical and Insurance Status Report (Refer to **Attachment E** of this Agreement)
   (c) Monthly Quality Improvement (MQI) Report (Refer to **Attachment J** of this Agreement)
   (d) Medical Fragile Supervisory Quality Improvement (QI) Check List (Refer to **Attachment K** of this Agreement)
   (e) Clinic RN Supervisory School Visit (Refer to **Attachment L** of this Agreement)
   (f) Clinic Daily Data Collection Worksheet (Refer to **Attachment M** of this Agreement)
   (g) Clinic Monthly Data Collection Data Collection Form (Refer to **Attachment N** of this Agreement)
   (h) Report of Medication Error (Refer to **Attachment O** of this Agreement)
   (i) CSHS Incident Report (Refer to **Attachment P** of this Agreement)
   (j) Monthly Summary Log (Refer to **Attachment Q** of this Agreement)

7. **Completion of Care Plans**: VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, Care Plans must be completed by the 3rd Wednesday of each month from the start of the contract.

8. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete this form for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. (Refer **Attachment R** of this Agreement)

9. **Staff and Child Specific Training:** VENDOR 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

(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

I. 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) 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 healthcare personnel are to call their agency as soon as they know that they shall not be available for a scheduled shift or shall be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system at the location.

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

L. **SBBC's School Day Calendar**: VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: www.browardschools.com.

M. **Open Purchase Orders**: Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as-needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. CSHS reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted, and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping, and Payment of Invoices**: Invoices, unless otherwise indicated, must 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 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: http://www.browardhealthservices.com/forms/ or contact CSHS directly for a copy of the form. It is VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.

A. **Authorization of Medication/Treatment**: An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students. (Refer **Attachments G & H** of this Agreement)

B. **Student Medication Log**: A "Student Medication Log" 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) Section 1: Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
(b) Section 2: 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 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.

Broward County Public Schools

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

ATTACHMENT D

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:_____
School:_____
Grade:_____
Parent/Guardian:_____
Phone Number:_____

Learning Barriers: Yes____ No____ (If yes, check all that apply below)

Age____	Emotional/Psychosocial ____	Lifestyle change ____
Language____	Motivation____	ESE____
Financial issues____	Altered Family Process____	Other ____
Learning Disability____	Ineffective coping	

Student Checklist

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Diabetes: Disease Process				
Hyperglycemia				
Hypoglycemia				
Blood Glucose: How to test				
Blood Glucose: When to test				
Physical Activity/Exercise				

(Continued)

ATTACHMENT D

Diabetic Student Teaching Skills Record

Teaching Content	Instruction Date	Nurse Demonstration Date	Student Demonstration Date	Completion Date
Nutrition Carbohydrate Counting				
Insulin Administration Syringe				
Insulin Administration Pen				
Insulin Administration Pump				
Glucagon Administration				
Infection Control				

Comments:_____

_____

_____

_____

_____

_____

_____

_____

_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

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

Please submit this report with the RN Supervisor Report, which is completed monthly and submitted to CSHS.

Date: _____ **Reported Month:** _____ **Grade:** _____

Student Name: _____ **School Attending:** _____

Student Absences

Total Days absent for the month: _____

Reasons for absences: Check all that apply and give number of days

☐Illness/Days _____ ☐Hospitalization/Days _____ ☐Appointments/Days _____ ☐Nursing issues/Days _____

☐Other: _____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title): _____

Have there been nurse changes? ☐No ☐Yes _____ (If yes provide explanation below):

_____

_____

Insurance Information

Name of Insurance: _____ Expiration Date: _____

Any insurance/payment concerns: _____

_____

Medical Status

Change in medical status: ☐No ☐Yes (If yes, please explain below and attached the requested information):

_____ For changes in medical status please attach a current Authorization for Medication and/or Treatment form and Nursing Care Plans.

_____ _____ _____

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: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures," DHMH, Maryland.

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:** ____
School Name and Phone #: _____ **Fax#:** _____
Allergies: _____
Diagnosis: _____

MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, IF "NO", specify:

_____

_____ _____

Physician's Name (Printed) **Physician's Signature**

_____ _____

Physician's Telephone & Fax Numbers

Physician's Office Address **Date Completed**

This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR MEDICATION

(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their medication, I give permission for the principal designee to perform the administration of the prescribed medication.

NOTE:

- **Medications must be supplied in the original container.** Ask the pharmacist to divide the medication into two completely labeled containers, providing one for home and one for school.
- School personnel may administer only medications authorized by a physician.
- It is your responsibility to notify the school when there is a change in medication regimen.

_____ _____

Parent /Guardian Name (Printed) Signature of Parent / Guardian

_____ _____

Date Signed Contact Phone Number

Form #2240 Rev. 12/19

Authorizing Treatment

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

Student's Name: _____ **Grade:** _____
Date of Birth:
School Name: _____

Diagnosis: **Allergies:**

TREATMENTS DURING SCHOOL HOURS
Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization				
Feedings	☐ G-Tube ☐ J-Tube ☐ NG-Tube ☐ Special _____			
Suctioning	☐ Oropharynx			
	☐ Tracheostomy ☐ Deep ☐ Surface			
Tracheoitomy	☐ Tube Replacement			
	☐ Care (Cleaning)			
CPT				
Oxygen /Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				

Are any of the above procedures required for emergency care? ☐ YES ☐ NO, IF "YES", specify: List any procedures the student has been trained to perform _____

List any limitations / precautionary measures that should be considered; e.g. physical education, outdoor activities, transporting, lifting, moving, special devices / equipment: _____

List any emergency precautions / health emergencies that should be anticipated for this student; e.g. allergy triggers, diabetic reactions, etc.) : _____

There are no extraordinary emergency medical services available at school. Since only CPR and first aid are available until 911 arrives, is this adequate for student survival? ☐ YES ☐ NO, **IF "NO", specify:** _____

Physician's Name (Printed) **Physician's Signature** _____
Physician's Telephone & Fax Number **Date Completed:**
Physician's Office Address
This information will be obtained by School Board District Personnel

PARENTAL PERMISSION FOR TREATMENT
(TO BE COMPLETED BY THE STUDENT'S PARENT / GUARDIAN)

Student's Name: _____ **Date of Birth:** _____ **Grade:** _____

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment procedure to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his her physician to self-administer their medication(s), I grant permission for my child to self-administer their treatment at school and when they are away from school property for official school events. In the event that my child is unable to self-administer their treatment, I give permission for the principal designee to perform the administration of the prescribed treatment. **NOTE: school personnel may administer only treatments authorized by a physician.** ***It is your responsibility to notify the school when there is a change in treatment regimen.***

Parent / Guardian Name (Printed) Signature of Parent / Guardian

Date Signed Contact Number

ATTACHMENT I

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 18th day of MAY, 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. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) "***Breach***" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

(b) **"*Business Associate*"** shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) **"*HIPAA*"** means the Health Insurance Portability and Accountability Act of 1996.

(g) **"*HITECH Act*"** means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) **"*Individual*"** shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) **"*Privacy Rule*"** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) **"*Protected Health Information*"** or **"*PHI*"** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) **"*Required by Law*"** shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) **"*Secretary*"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. **Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

ARTICLE 2 – SPECIAL CONDITIONS

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

   (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

   (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

   (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

   (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

   (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

   (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

   (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

   (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

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

ARTICLE 2 – SPECIAL CONDITIONS

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

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

7. Subsequent Legislative or Regulatory Changes.

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

8. Amendment.

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

9. Term and Termination.

(a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

10. Indemnification.

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. Place of Performance.

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

22. Notices.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	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.

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

By _____
Donna P. Korn, Chair

ATTEST:

_____
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, LLC - RFP FY21-008 - Healthcare Services
Date: 2020.06.16 10:28:23 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

ATTACHMENT I

FOR BUSINESS ASSOCIATE

TRINITY HEALTH CARE SERVICES, LLC

Signature

By: GABRIEL SMITH, CEO/ADMINISTRATOR
Print Name and Title

Witness

Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 06/05/2020 (*date*) by Gabriel Smith (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me (*underline*) or has produced FLDL driver license (*type of identification*) as identification and who ☐did/☑did not first take an oath this 05 day of June, 2020.

My Commission Expires: Oct 07, 2023

Signature – Notary Public

Viviana Gonzalez

Notary's Printed Name

(SEAL)

Viviana Gonzalez
Comm. # GG920350
Expires: October 7, 2023
Bonded Thru Aaron Notary

66920350

Notary's Commission No.

EXHIBIT A

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

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

_____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach:_____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

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

School:_____ Date:_____

Agency/SBBC:_____ Nurse:_____

Health Room Person RN:_____ LPN:_____ No. of Hours/Day:_____

Administrative 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 current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency 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			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments:

_____

_____

Clinic Reviewed By (Please Print):

Signature:_____ ☐ **RN** ☐ **LPN** ☐ **Nursing Supervisor** ☐ **CSHS**

Rev113016

Broward County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI 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 Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container or secured in nurse's possession			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at assigned school			
School Information Sheet			

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): _____

_____ **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:	

Established 1915
BROWARD
County Public Schools

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name:_____ Agency:_____ Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Coordinated Student Health Services
Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

School Name: Agency: Month:_____

Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

Report of Medication Error

Name of School: _____
Name of Student: _____
Birth Date: _____
Date and time of error: _____
Name of person administering medication: _____
Name of medication and dosage prescribed: _____
Describe circumstances leading to error: _____

_____

_____

Type of error: _____
Describe action taken: _____

_____

Persons notified of error:

	Name	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			

Signature (person completing incident report):

_____

Follow-up information if applicable: _____

_____

Original - Principal/Cumulative Health Folder
Copy - School Nurse
Copy - Health Education Services

Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures." DHMH, Maryland.

Broward County Public Schools

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

HEALTH

School Name/Level:_____ Health Room Staff Name/Title:_____ Date:_____

School Type:☐ Basic ☐ Comprehensive ☐Full Service Health Provider Type: ☐ RN ☐LPN ☐HST ☐ School Designee

Table 1: Total Visits		Table 2: Outcome Dispositon by Provider		Table 3: Medications		Table 4: Direct Services Provided By		Table 5: Referral To	
a Total # Student Visits	0	☐ RN		1 Oral	0	1 RN / ARNP	0	1 Abuse Registry	0
TOTAL:	0	1 911 Services	0	2 Inhaler/Nebulizer	0	2 LPN	0	2 Dental Care	0
		2 Emergency Room	0	3 Insulin Administration	0	3 Health Support Tech	0	3 Guidance Counselor	0
		3 Returned to Class	0	4 Topical	0	4 School Designee	0	4 Pregnancy Care	0
		4 Sent Home	0	5 Eye	0			5 Healthy Start	0
		5 Other	0	6 Ear	0			6 Sexual Health Services	0
		TOTAL RN	0	7 Nasal	0			7 Kidcare	0
		☐ LPN		8 Rectal	0			8 Healthcare Provider	0
		1 911 Services	0	9 G Tube	0			9 Mental Health Counseling	0
		2 Emergency Room	0	10 Injection	0			10 Social Work Services	0
		3 Returned to Class	0	11 Intravenous Treatments	0			11 Subst. Abuse Coun	0
		4 Sent Home	0	12 Other Routes	0			12 Parent	0
		5 Other	0	TOTAL MEDICATIONS BY ROUTE	0			13 No Referral	0
		TOTAL LPN	0	Complex Procedures					
		☐ UAP (HST/School Designee)		13 Carbohydrate Counting	0				
		1 911 Services	0	14 Glucose Monitoring	0				
		2 Emergency Room	0	15 Catheterization	0				
		3 Returned to Class	0	16 Ostomy care	0				
		4 Sent Home	0	17 Electronic Monitoring (Cardiac,Pulse Ox, BP,Other)	0				
		5 Other	0	18 Tube/PEG Feeding	0				
		TOTAL UAP	0	19 Tube/PEG Flush	0				
		TOTAL OUTCOMES	0	20 Oxygen cont./intermittent	0				
				21 Specimen Collect /testing	0				
				22 Tracheostomy Care	0				
				23 Ventilator Dependent Care	0				
				TOTAL COMPLEX PROCEDURES	0				
				Other Procedures					
				24 *First Aid (5031)	0				
				25 *Other	0				
				TOTAL OTHER PROCEDURES	0				
				TOTAL MEDS & PROCEDURES	0				

1/29/2019

Broward County Public Schools
Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

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

Contracted Agency Nurses Accountability Checklist

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

Contracted Agency Nurses Accountability Checklist

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

Corrective Action Plan needed YES _____ NO _____

Comments:

_____

_____

_____

Agency Supervisor Signature: _____ **DATE:** _____

Agency Nurse Signature: _____ **DATE:** _____

District Chronic Health Nurse Comments

_____

_____

_____

_____

_____

Signature: _____ **Date:** _____

Established 1915
BROWARD
County Public Schools
Coordinated Student Health Services
Marcia Bynoe, Director

Corrective Action Plan

School_____ Agency_____ Date_____

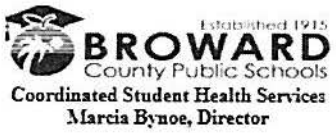
Description of Corrective Action:	
Corrective Action Taken:	
Evidence of Completion of the Corrective Action:	
Title/Role of Responsible Persons:	Date of Completion:

_____ _____
Employee Name/Title Employee Signature/Date

_____ _____
Supervisor Name/Title Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

_____ _____
Name/Title Signature/Date



Coordinated Student Health Services
Marcia Bynoe, Director

Request for Corrective Action Plan

Date: _____ **Time:** _____

School: _____ **Agency:** _____

Employee Name/Title: _____

Issues found upon clinic audit:

_____
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Supervisor to visit clinic upon receipt of this request and submit a corrective action plan to Coordinated Student Health Services within seven business days.

Signature & Title: _____

11/16

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

Activity	Description
First 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) Emergency Care Plan (ECP)	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. The Emergency Care Plan (ECP) is a component of the IHP. All students who have a life threatening condition or chronic condition that may result in complications causing serious life altering or life threatening events should have an ECP. The plan should always include emergency contact information, the medical diagnosis and nursing plan of care, individual student information such as medications, goals, and who is delegated, trained and authorized to provide care in the absence of the nurse. The ECP should be easy for unlicensed assistive personnel (UAP) or school staff persons to understand and follow. It should be written so that laypersons can follow student-specific emergency procedures in case of an emergency.
Health Education	Provide ongoing health education for students and parents on various health topics related to school health.

Coordinated Student Health Services
Nursing Activities

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

11/16

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

ITEM No.: F-1.

TITLE:

School Health Services Plan 2018-2020

REQUESTED ACTION:

As required by Florida Statute 381.0056 approve the attached 2018-2020 School Health Services Plan, which describes the school health services to be provided to students.

SUMMARY EXPLANATION AND BACKGROUND:

Florida Statute 381.0056 requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan. This plan describes the services to be provided, the responsibility for the provision of the mandated health services in all public schools and evidence of cooperative planning by The School Board of Broward County and the Florida Department of Health, as required by statute.
See Supporting Docs for continuation of Summary Explanation and Background.
This plan will be executed after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Summary Explanation and Background School Health Services Plan 2018-2020 (2) School Health Services Plan 2018-2020 (3) Previous ARF F-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup Init (	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Approved In Open Board Meeting On: OCT 0 2 2018

By: Nora Rupert
School Board Chair

Senior Leader & Title:
Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature:
Mickey Valbrun-Pope
9/13/2018, 12:11:09 PM
Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ MVP/MB:etb

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.

Florida HEALTH

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

2018 – 2020 School Health Services Plan

for

Broward County

Due by September 15, 2018

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov

2018 - 2020 School Health Services Plan Signature Page

Broward County

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

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi MD Printed Name PThaqi MD Signature	10-26-18 Date
Local Department of Health Nursing Director	Barbara Bateman Printed Name Barbara Bateman Signature	10/18/18 Date
Local Department of Health School Health Coordinator	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 10/18/18 Date
School Board Chair Person	NORA Rupert Printed Name Nora Rupert Signature	10/2/18 10/2/18 Date
School District Superintendent	Robert W. Runcie Printed Name Robert W. Runcie Signature	10/2/18 Date
School District School Health Coordinator	Maritza Rose Printed Name Maritza Rose Signature	10/4/18 Date
School Health Advisory Committee Chairperson	Maureen O'Keiffe Printed Name Maureen O'Keiffe Signature	10/18/18 10/18/18 Date
School Health Services Public / Private Partner	Cindy Arenberg Seltzer Printed Name Cindy Arenberg Seltzer Signature	10/8/18 Date

SUMMARY – SCHOOL HEALTH SERVICES PLAN 2018–2020

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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 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 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

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 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.; 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 Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, 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 biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.
	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.
	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.

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

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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 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:

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.	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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			history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C. 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic or acute conditions at schools.
5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	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 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.

	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 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/designee will post the names of certified staff

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

	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 underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parents or guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance

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

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

24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s. 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. 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.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine	26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a 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 s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection** s. 1002.20(3)(i)(2), F.S.	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual	N/A	N/A

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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)(j), 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 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: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	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.
	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. 381.0056, F.S. **must meet level 2 screening requirements as described in** s. 435.04, F.S. **A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan.** ss. 381.0059, F.S., 1011.465, F.S.	32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.	LEA DOH Broward School Health Providers	Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students must meet level 2 screening requirements.
33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. **including the requirements established under** ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.	33a. The school health services plan shall include policies and procedures for implementation.	LEA	Broward County Public Schools will immediately notify a student's parent, guardian or caregiver if a student is involuntarily removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination as specified in Florida Statute.

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

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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/curriculum. Individual and group counseling is available.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance with LEA guidelines/ policies/ curriculum.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

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 jointly establish full-service schools (FSS) to serve students from schools that have a student population at	35a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service School's have been identified based on demographic evaluations.
	35b. Provide nutritional services.	LEA DOH Broward School Health Providers	Full Service Schools provide specialized services as needed and requested by staff and students

high risk of needing medical and social services s. 402.3026(1), F.S.	35c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	LEA DOH Broward School Health Providers	Full Service Schools provide referrals to TANF as needed.
	35e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse 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

Week Beginning On: _____ Agency Name: _____ RN / LPN / HST: _____ HST/ Nurse Name: _____

RN Supervisor Name (Applicable to the RN/HST Program): _____ School Name: _____

Client Name (If Applicable): _____ Circle Type of Care Providing: 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 School Staff Verifying Time	Name of School
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							

Employee Signature: Total Number of Hours Worked:

RN Supervisor for HST Signature: _____ Agency Administrator Signature: _____

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

Week Beginning On: _____

Agency Name: _____ Nurse Name: _____ RN / LPN: _____

School Name:

Client Name: _____

Day of Week	Date	Time of Arrival to Client	Shift End Time	Hours Worked	Parent / Guardian Signature
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Total Number of Hours Worked: _____

_____ _____

Employee Signature Agency Nursing Administrator Signature

Time sheets are to be signed and turned into the appropriate person weekly. They are to be signed by the employee working the hours, the supervisor who authorized the time, and the Nursing Administrator of the Agency.

Revised: 112916

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454
INVOICE DATE: 9/2/2019
WEEK #2 8/22 – 8/26/2019

TO:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1400 NW 14th COURT
COORDINATED STUDENT HEALTH SERVICES
ATTN: MARIA TORRES
FT. LAUDERDALE, FL 33311

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

ESE ☐

504 ☐

LPN/RN	NURSE NAME	SCHOOL NAME	SCHEDULED HOURS	HOURS WORKED	RATE	AMOUNT
LPN	Jane Doe	123 High School	8:00 – 2:00	30	$27.50	$825.00
RN	Kate Smith	34 Elementary School	7:30 – 2:30	35	$29.00	$1,015.00
	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

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis :_____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

- Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse
- Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes
- If medication is not given, please use one of the following abbreviations to indicate the reason why.

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																					
AM																					
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AM																					
Initials																					
PM																					
Initials																					

Signature/Initials/Date for each week.

Signature/Initials: _____ Signature/Initials: _____

Signature/Initials: _____ Signature/Initials: _____

Rev. 9/27/10

STUDENT MEDICATION LOG

NOTES

DATE	TIME		DATE	TIME	

DOCUMENTATION OF RECEIPT OF MEDICATIONS

DATE RECEIVED	MEDICATION (Name and dosage)	AMOUNT (# of Tablets or amount of Liquid)	PARENT/GUARDIAN SIGNATURE	RECEIVED BY (SIGNATURE)

Rev. 9/27/10

2

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 _____

Parent/Guardian Responsibilities:

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

- Diabetes Medication/Treatment Authorization Form (completed and signed by physician and parent/guardian)
- Emergency phone numbers where they can be reached at all times
- Back up emergency contacts and phone numbers
- Student's snack and meal schedule
- Meter to test blood glucose with test strips and lancets
- Glucose tabs or gel and glucagon kit if needed for treatment of extremely low blood glucose
- Insulin and syringes
- Snacks and juice for treatment of low blood sugar
- **If student is on an insulin pump the parent will also provide:**
  - Extra infusion set and reservoir
  - Insulin and syringes
  - Extra batteries for pump
  - Amount of carbohydrates in snack and lunch each day

School Responsibilities:

The school must notify Coordinated Student Health Services with anticipated date student is to begin/return to school and fax Diabetes Medication/Treatment Authorization and Health Service Request form to 754-321-1687.
The school must make parent aware that it may take several days to staff clinic with trained personnel.
The school will be responsible to provide the student with the following:

- Training for all staff who will be involved with student during the school day
- Implementation of a 504 Plan if indicated
- Appropriate place for student to keep supplies
- Place to test blood glucose and administer insulin considering student's preference (clinic versus classroom)
- Trained staff to assist student as needed with blood glucose testing and insulin administration
- Trained staff to administer Glucagon in accordance with student's Diabetes Medication/Treatment Authorization Form.
- Trained staff who will be able to provide treatment for blood glucose levels which are outside the targeted range in accordance with the student's Diabetes Care Plan
- Permission for student to eat snack in classroom and on the bus
- Permission for the student to have access to water and bathroom as needed

_____ _____
Parent's Signature School Representative's Signature

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone (754) 321-1575 Fax (754) 321-1687
Diabetes Medication/Treatment Authorization

Student's Name: _____ Date of Birth: _____ Date: _____
School Name: _____ Grade _____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Numbers: Home _____
Work _____ Cellular/Pager _____
Parent/Guardian #2: _____ Phone Numbers: Home _____
Work _____ Cellular _____
Physician/Healthcare Providers: _____
Other Emergency Contact: _____ Phone Number: _____ Home: _____
Relationship: _____ Work/Cellular _____

EMERGENCY NOTIFICATION: Notify parent/guardian of the following conditions *If unable to reach parent/guardian: Notify healthcare provider and emergency contact listed above*

a. Loss of consciousness or seizure (convulsion) immediately after Glucagon given and 911 called.
b. Blood Glucose in excess of 300 mg/dl
c. Positive urine ketones.
d. Abdominal pain, nausea/vomiting, diarrhea, fever, altered breathing, slurred speech, or altered level of consciousness.

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
To ordinarily be performed by student: ☐ Yes ☐ No Type of Meter: _____

Newly Diagnosed: ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No

Time to be performed:
☐ Before breakfast
☐ Mid-morning (before snack)
☒ Before lunch
☐ Dismissal
☐ Before PE/Activity Time
☐ After PE/Activity Time
☐ Mid-afternoon
☒ As needed for signs/symptoms of low/high blood glucose

Place to be performed: ☒ Clinic/Health Room ☒ Classroom ☒ Other Specials and/or Bus

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model _____
Alarms set for ☐ High ☐ Low *Note: always confirm CGM results with blood glucose meter before taking action.*

INSULIN INJECTIONS DURING SCHOOL: ☐ Yes ☐ No *Student has been trained by Healthcare Professional* ☐ Yes ☐ No
If yes, can student determine correct dose? ☐ Yes ☐ No Draw up correct dose? ☐ Yes ☐ No Give own injection? ☐ Yes ☐ No
Needs supervision: ☐ Yes ☐ No
Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (If pump worn, use "Insulin Pump Medication/Treatment Plan")

Standard daily insulin at school: ☐ Yes ☐ No

Type:	Dose:	Time to be given:
_____	_____	_____

Calculate insulin dose for carbohydrate intake:
☐ Yes ☐ No

If yes use: ☐ Apidra ☐ Humalog ☐ NovoLog
1 # unit(s) per _____ grams Carbohydrate
☒ Add carbohydrate dose to correction dose

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No
If yes, ☐ Apidra ☐ Humalog ☐ NovoLog
☐ Insulin correction for before lunch only
☐ Insulin correction dose for blood glucose greater than _____ mg/dl and at least _____ hours since last insulin dose.

Determine dose per sliding scale below:

Blood sugar: Less than ___	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____
Blood sugar: _____	Insulin Dose _____

USE FORMULA:
BLOOD GLUCOSE
MINUS _____
DIVIDED BY _____
EQUAL # Unit(s) INSULIN

OTHER ROUTINE DIABETES MEDICATIONS AT SCHOOL: ☐ Yes ☐ No

Name of Medication	Dose	Time	Route	Possible Side Effects
_____	_____	_____	_____	_____

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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 carbohydrates, snacks, and blood glucose monitoring equipment.
Child should not exercise if blood glucose level is **BELOW 70mg/dL or if GREATER THAN 300 with ketones.**

MANAGEMENT OF HIGH BLOOD GLUCOSE (over 240 mg/dL)

Symptoms for this student:
- ☒ Increased thirst, urination, appetite
- ☒ Tired/drowsy
- ☒ Blurred 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 (below 70 mg/dL)

Symptoms for this student:
- ☒ Change in personality/behavior
- ☒ Pallor
- ☒ Weak/shaky/tremulous
- ☒ Tired/drowsy/fatigued
- ☒ Dizzy/staggering walk
- ☒ Headache
- ☒ Rapid heartbeat
- ☒ Nausea/loss of appetite
- ☒ Clammy/sweating
- ☒ Blurred vision
- ☒ Inattention/confusion
- ☒ Slurred speech
- ☐ Loss of consciousness
- ☐ Seizures
- ☒ Other:

Indicate treatment choices:
If student is awake and able to swallow,
give 15 grams fast-acting carbohydrate such as:
- ☒ 4oz. Fruit juice or non-diet soda *or*
- ☒ 3-4 glucose tablets *or*
- ☒ Concentrated gel or tube frosting *or*
- ☒ 8 oz. Milk *or*
- ☐ Other _____

Retest Blood Glucose 10-15minutes 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 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, presume the student is experiencing a low blood glucose level and:

Call 911 immediately and notify parents / guardian. ***(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**

☒ **Glucose gel 1 tube can be administered inside cheek and massaged from outside while waiting for help to arrive, or during administration of Glucagon by any trained staff member at scene.**

Student should be turned on his/her side and maintained in this "recovery" position till fully awake.

Comments: _____

Physician /Healthcare Provider Signature: _____ **Date:** _____

Physician/Healthcare Provider: _____ **Phone number:** _____

LOCATION OF SUPPLIES/EQUIPMENT: To be completed by school health personnel.

Blood glucose testing equipment: _____ Insulin administration supplies: _____

Glucagon emergency kit: _____ Glucose gel: _____ Ketone testing supplies: _____

Fast-acting carbohydrate: _____ Snack Foods: _____

I grant the licensed nurse or health support technician permission to assist with or perform the administration of each prescribed medication, including insulin either by injection or pump, and treatments/procedures for my child during the school day. This includes when he/she is away from school property for official school events. I have reviewed, understand and agree with the medications/treatments prescribed by the physician/healthcare provider on this form. *It is my responsibility to notify the school if there is a change in the medication/treatment plan prior to its expiration date.*

Parent/Guardian Signature: _____ **Date:** _____

Revised 5/19/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Student Name _____ Date _____
Parent/Guardian Name Phone
Work Phone _____ Cell Phone _____
Emergency Contact Phone

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality/behavior Pallor Weak/shaky/tremulous Tired/drowsy/fatigued Dizzy/staggering walk Headache Rapid heart rate Nausea/loss of appetite Clammy/ sweating Blurred vision Inattention/confusion Slurred speech Loss of consciousness Seizures	**Check blood glucose level** Observe child until symptoms are gone. Recheck blood glucose level in 15 minutes. **If blood glucose level below 70** Give one of the following sources of sugar: (15gms) • 4 ounces of juice or regular soda • 4 glucose tabs • Glucose gel or cake frosting Recheck blood glucose 15 minutes after treatment. Repeat above treatment if blood glucose below **80 mg/dL** If blood glucose not above **80 mg/dL** after second treatment notify parent
IF CHILD IS UNCONSCOUS OR HAVING A SEIZURE	**Call 911 immediately and notify parent/guardian (treat the student first with glucagon or gel)** Administer Glucagon 1 mg by injection * **IF PROVIDED BY PARENT** *(To be done by trained personnel only)* (Glucose gel can be administered inside cheek and massaged from outside while waiting for help to 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 Warm, dry, or flushed skin Nausea/Vomiting	**Check blood glucose level** **If blood glucose above 240 mg/dL to 300mg/dl** • Drink 8-16 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 ketones • If urine ketones are present, **call parent immediately! Do not allow exercise.** • Administer insulin if ordered • If No ketones, and they have consumed fluids and have no symptoms send back to the classroom and recheck in one hour. **If student exhibits nausea, vomiting, stomachache or lethargy contact parent Immediately.** If none of the physical symptoms above are present, student may return to class.

A copy of this plan will be kept in the school office and copies will be given to the school administrative staff. Teachers will be notified if a student has a plan on file in the office. The following staff members have been trained to deal with an emergency, and initiate the appropriate procedures as described above. See attached sheet for additional names.

Reviewed by School Health Personnel: _____ _____ / _____ _____
Revised 5/19/16 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 PUMP MEDICATION/TREATMENT AUTHORIZATION

Student's Name:_____ Date of Birth: _____ Pump Make/Model_____

Pump Resource Person: _____Phone/Cell:_____ (see basic diabetes plan for parent phone #)

Child Lock On? ☐ Yes ☐ No How long has the student worn an insulin pump? _____

Blood Glucose Target Range:_____ Pump Insulin: ☐ Humalog ☐ NovoLog ☐ Apidra

Insulin: Carbohydrate Ratios: _____

Student to receive insulin bolus for carbohydrate intake *immediately before or* _____ *minutes before* eating.

Lunch/Snack Boluses Pre-programmed? ☐ Yes ☐ No Times:_____

Insulin Correction Formula for Blood Glucose Over Target : _____

Extra pump supplies furnished by parent guardian: ☐insulin sets ☐reservoirs ☐batteries ☐dressing/tape ☐insulin ☐insulin syringes/pen

STUDENT PUMP SKILLS	NEEDS HELP?		IF YES, TO BE ASSISTED BY AND COMMENTS
Independently count carbohydrates	Yes	No	
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	
Reconnect pump at infusion set	Yes	No	
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	Yes	No	

MANAGEMENT OF HIGH VERY/HIGH BLOOD GLUCOSE: *Follow instructions in basic diabetes medical management plan, but in addition:*
If blood glucose over target range 4 hours after last bolus or carbohydrate intake, student should receive a correction bolus of insulin using formula:
Blood glucose - _____ ÷ _____ = _____ units of insulin

If blood glucose over 250, check urine ketones.
1. **If no ketones**, give bolus by pump and recheck in 2 hours
2. **If ketones present or IF PUMP SITE OUT/PUMP MALFUNCTION** give correction bolus as an **injection** immediately and contact parent or healthcare provider.

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 Glucagon (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
Insulin injection given
Other _____

Effective date of pump plan: _____

Physician/Healthcare Provider Signature:_____Date: _____

Physician/Healthcare Provider Name: _____

Phone Number: **Office** _____

Parent's Signature: _____ Date: _____

Revised 5/15/16

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

SCHOOL BOARD OF BROWARD COUNTY CLINIC PASS

Date: _____

Student: _____ ☐M ☐F DOB: _____
LAST FIRST

Teacher: _____ Grade: _____

Contact Phone #s: (1) _____ (2) _____

Reason for Referral: _____

_____

Referred to clinic by: _____ (Time) _____ AM/PM

_____

CLINIC USE ONLY

Time student arrived in clinic: _____ AM/PM

Nature of Complaint:

- ☐ Not feeling well
- ☐ Stomachache
- ☐ Headache
- ☐ Toothache
- ☐ Injury _____
- ☐ Other: _____
  _____
  _____

Action Taken:

- ☐ Student laid/sat in clinic for 20 minutes or less
- ☐ Student laid/sat in clinic for 20 minutes or more
- ☐ Temperature taken
- ☐ Ice Pack applied to affected area
- ☐ Affected area cleaned
- ☐ Band aid applied to affected area
- ☐ Head checked for: _____
- ☐ Parent/Guardian Notified: _____ at _____ AM/PM
- ☐ 911 called
- ☐ Other: _____

Disposition of student:

- ☐ Returned to class. Feeling better
- ☐ Returned to class at parent's/guardian's request
- ☐ Returned to class unable to contact parent's/guardian's
- ☐ Remained in clinic
- ☐ Sent home ☐ Teacher notified
- ☐ Office clearance required for child to return to class
- ☐ Referral was made to Health Care Provider
- ☐ 911 Transported
- ☐ Copy of clinic pass sent home
- ☐ Other _____

Student left clinic at (Time): _____

Comments: _____

_____

_____

Clinic Action Handled by: _____

White - Clinic Yellow - Parent/Teacher

COMPLETED PASS TO BE FILED IN THE STUDENT'S CUM FOLDER BEFORE THE END OF THE SCHOOL YEAR.

Type you school's name here

Date: _____ DAILY CLINIC LOG ACTIVITY Place a "√" in the appropriate boxes ⇩

TIME IN	NAME (LAST AND FIRST)	GRADE	TEACHER	ILLNESS	INJURY	OTHER	RETURN TO CLASS	SENT HOME	911	PARENT CALLED	TIME OUT	INITIALS
	TOTAL											

Signature / Initials _____ / Signature / Initials _____ /

Signature / Initials _____ / Signature / Initials _____ /

Completed Logs should be maintained by the school

Rev. 9/2010

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

RFP #:	FY21-008	Tentative Board Meeting Date*:	TBD
RFP Title:	HEALTHCARE SERVICES	# Notified: 104	# Downloaded: 32
		# of Responses Rec'd: 8	# of "No Bids": 0
For:	COORDINATED STUDENT HEALTH SERVICES (School/Department)	RFP Opening Date :	JANUARY 23, 2020
Fund:	VARIOUS FUNDS/IDEA GRANT	Advertised Date:	DECEMBER 6, 2019

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **MARCH 2, 2020 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

EIGHT (8) PROPOSALS WERE RECEIVED IN RESPONSE TO RFP FY21-008. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS CONSISTING OF:

GAIL ADAMS - CLINICAL NURSING SUPERVISOR, COORDINATED STUDENT HEALTH SERVICES
MARICA BYNOE – DIRECTOR, COORDINATED STUDENT HEALTH SERVICES
LISA ANN CLARKE – SUPERVISOR/ADMINISTRATOR, SCHOOL MEDICAID
DENEEN GORASSINI – COORDINATOR I, MEDICAID/504
MICHELLE JACOVINO - CLINICAL NURSING SUPERVISOR, COORDINATED STUDENT HEALTH SERVICES
SHEILA O'NEAL-BROWN - CLINICAL NURSING SUPERVISOR, COORDINATED STUDENT HEALTH SERVICES

S/M/WBE ADVISOR: ANNE MARIE RICHARDS – COORDINATOR, SUPPLIER DIVERSITY OUTREACH PROGRAM

IN ACCORDANCE WITH SECTION 5.0, EVALUATION OF PROPOSALS AND THE EVALUATION COMMITTEE, IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR APPROVAL BY THE SCHOOL BOARD FOR HEALTHCARE SERVICES. IN ORDER TO BE CONSIDERED QUALIFIED FOR AN AWARD, A MINIMUM SCORE OF 70 POINTS IS REQUIRED.

BROWARD CHILDRENS CENTER, INC.
CR &RA INVESTMENTS, INC.
D/B/A INTEGRITY HEALTH SERVICES
*CREATIVE SOLUTIONS COMPANION CARE SERVICES, "LLC" **PRIME MBE-AA**
D/B/A CREATIVE SOLUTIONS IN HOME HEALTH
SIERRA LIFECARE, INC.
*SPEECH REHAB SERVICES, LLC **PRIME WBE**
TRINITY HEALTH CARE SERVICES, LLC
(*) CERTIFIED PRIME M/WBE VENDOR

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

THE AWARD FOR THESE PROPOSERS SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF WRITTEN AGREEMENTS.

CONTRACT PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2023

By: Charles O. High
(Purchasing Agent)

Date: MARCH 2, 2020

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PROCUREMENT & WAREHOUSING SERVICES
Broward County Public Schools

SCORE TABULATION SHEET

Bid No:	**FY21-008**
Title of Bid:	**Healthcare Services**
Purchasing Agent Name:	**Charles High**
Bid Opening Date:	**January 23, 2020**
Evaluation Meeting:	**February 19, 2020**

Proposer's Name	Total Score	Recommended for Award
Broward Children's Center	79	✓
Creative Solutions Companion Care Services	78	✓
EDU Healthcare	64	
Execu-Search Group / ES Healthcare	56	
Integrity Health Services	81	✓
Sierra Lifecare	82	✓
Speech Rehab Services	73	✓
Trinity Healthcare Services	73	✓

To be considered for award, Proposer must receive 70 points or higher from the Evaluation Committee.

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words Supplier/Product Evaluation Form in the subject)

GENERAL INFORMATION

Bid #: 18-002V **Bid Title:** Healthcare Services

Purchase Order #: **Product/Service Provided:** Healthcare Services

Supplier (Company) Name: CR & RA Investments - Integrity Healthcare Services

Contact Name: Ryan Ross/Accounts Manager/ Liaison **Contact Phone #:** (954) 485 - 4805

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Sheila Oneal-Brown **Title:** Clinical Nursing Supervisor **Contact Phone #:** (754) 321 - 1575

School/Department: Coordinated Student Health Services

Participant's Signature: Sheila Oneal-Brown **Date:** 05/21/2020

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: 18-002V | **Bid Title:** Healthcare Services
Purchase Order #: | **Product/Service Provided:** Healthcare Services
Supplier (Company) Name: Sierra Lifecare
Contact Name: Chad Rabone/Administrator | **Contact Phone #:** (954) 741 - 8160

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

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School/Department: Coordinated Student Health Services
Participant's Signature: Sheila Oneal-Brown **Date:** 05/21/2020