

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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 CHILDREN'S CENTER, INC.

(hereinafter referred to as "VENDOR"),

whose principal place of business is

200 SE 19th Avenue

Pompano Beach, Florida 33030

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 21, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 4, then;
- Third: Addendum No. 3, then;
- Fourth: Addendum No. 2, then;
- Fifth: Addendum No. 1, then;
- Sixth: RFP 15-012V, Healthcare Services then;
- Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$30.00/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$28.00/hr.
2.03.3 Respiratory Therapists (RT)	\$32.00/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$19.00/hr.
2.03.5 Training	No Charge

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using Surgical World (medical supplies/equipment) and Workspace Supply, Inc. (office supplies) as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) 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 work space in order to exercise the rights permitted under this section.

(e) 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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) 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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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: Lashawn McCray
Broward Children's Center
200 SE 19th Avenue
Pompano Beach, Florida 33060

With a Copy to: Marjorie Evans, CEO
Broward Children's Center
200 SE 19th Avenue
Pompano Beach, Florida 33060

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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

FOR SBBC

(Corporate Seal)

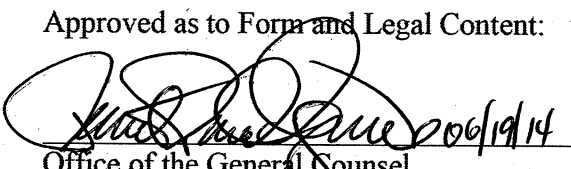
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

BROWARD CHILDREN'S CENTER

ATTEST:

By Marjorie Evans, CEO

_____, Secretary

[Signature]
Witness

Faye Wright-Simpson
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 this 27 day of May, 2014 by Marjorie Evans of Broward Children's Center, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

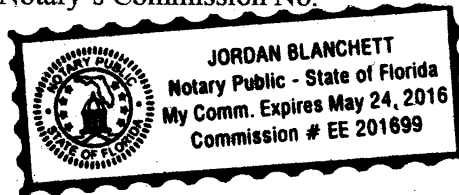
My Commission Expires: 24 May 2016

Jordan Blanchett
Signature - Notary Public

Jordan Blanchett
Printed Name of Notary

(SEAL)

EE 201699
Notary's Commission No.



DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.

- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.

- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be closed toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See **Section D, Attachment A**)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES**II. HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee's signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans will be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to school staff. All student health records will be filed in the student's cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLESIII. **HEALTHCARE SERVICES**

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentsupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

FIRST CARE HOME SERVICES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2040 NE 163rd Street, Suite 303
North Miami Beach, Florida 33162

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 14, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$34.50/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$28.00/hr.
2.03.3 Respiratory Therapists (RT)	\$32.00/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$20.00/hr.
2.03.5 Training	\$65.00/hr.

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR is a Certified MWBE African-American, North Miami Beach, Florida with SBBC, Certificate #7007-6499.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **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 work space in order to exercise the rights permitted under this section.

(e) **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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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: First Care Home Services, Inc.
2040 NE 163rd Street, Suite 303
North Miami Beach, Florida 33162

With a Copy to: Lisia McLean, Administrator
First Care Home Services, Inc.
2040 NE 163rd Street, Suite 303
North Miami Beach, Florida 33162

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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

FOR SBBC

(Corporate Seal)

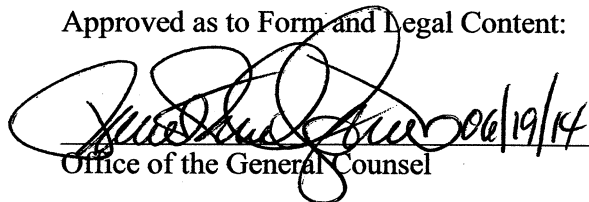
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

FIRST CARE HOME SERVICES, INC.

ATTEST:

Diana McLean
_____, Secretary
-or-
[Signature]

By

[Signature]

Witness

[Signature]

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 FLA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 28 day of July, 2014 by Lisia McLean of First Care Home Services, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency

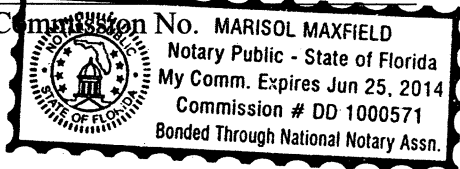
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 6/25/2014

[Signature]
Signature - Notary Public

(SEAL)

MARISOL MAXFIELD
Printed Name of Notary

Notary's Commission No. DD 1000571


DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.
- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES**II. HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for Awardee’s personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the “Daily Diabetic Log” for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee’s signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee’s RN. The plans will be placed in the student’s health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee’s RN and a copy provided to school staff. All student health records will be filed in the student’s cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC “Daily Clinic Log” to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center’s personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES**III. HEALTHCARE SERVICES**

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentssupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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 33178

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 9, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and **VENDOR** be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from **VENDOR**, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by **VENDOR**

2.03 Cost of Services. SBBC shall pay **VENDOR** for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$27.50/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$27.50/hr.
2.03.3 Respiratory Therapists (RT)	\$27.50/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$14.50/hr.
2.03.5 Training	No Charge

2.04 Services: **VENDOR** will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 M/WBE Participation. **VENDOR** will provide for M/WBE participation during its performance of services under this contract agreement by using Laser Products, Inc. as set forth in **VENDOR**'s proposal.

2.06 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 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 any and all invoices, billings, payments and/or claims submitted by **VENDOR** or any of **VENDOR**'s payees pursuant to this Agreement. **VENDOR**'s Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. **VENDOR**'s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **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 work space in order to exercise the rights permitted under this section.

(e) **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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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:	Integrity Health Services 3511 W. Commercial Blvd., Suite 302 North Lauderdale, Florida 33309
With a Copy to:	Rey Estrada Accounts Manager/School Liaison Integrity Health Services 3511 W. Commercial Blvd., Suite 302 North Lauderdale, Florida 33309

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 Indemnification. 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 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.

3.12 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.

3.13 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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

FOR SBBC

(Corporate Seal)

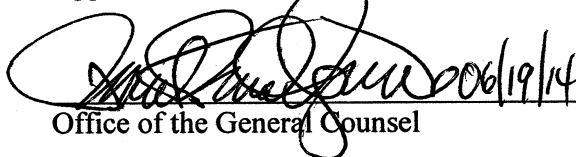
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

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

ATTEST:

[Signature]
_____, Secretary
-or-

By [Signature] _____

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 _____

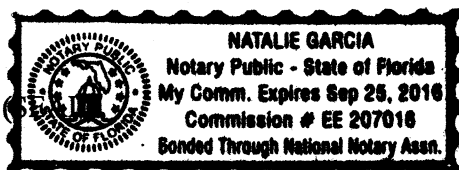
COUNTY OF _____

The foregoing instrument was acknowledged before me this 3rd day of
June, 2014 by Raul Arce of

Name of Person
Integrity Health Services, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]

Signature - Notary Public

Natalie Garcia

Printed Name of Notary

EE 207018

Notary's Commission No.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.
- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. **Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. **Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
 - 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. **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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. **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 the Awardee(s).
- J. **Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. **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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. **Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. **SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES**II. HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for Awardee’s personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the “Daily Diabetic Log” for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee’s signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee’s RN. The plans will be placed in the student’s health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee’s RN and a copy provided to school staff. All student health records will be filed in the student’s cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC “Daily Clinic Log” to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center’s personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES**III. HEALTHCARE SERVICES**

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentsupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

MAXIM HEALTHCARE SERVICES, INC.

(hereinafter referred to as "VENDOR"),

whose principal place of business is

7227 Lee Deforest Drive

Columbia, MD 21046

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 11, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$28.50/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$28.50/hr.
2.03.3 Respiratory Therapists (RT)	\$28.50/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$15.50/hr.
2.03.5 Training	No Charge

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using Urgent Medical Center as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **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 work space in order to exercise the rights permitted under this section.

(e) **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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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: Jeffrey Abbott, Administrative Officer
Maxim Healthcare Services, Inc.
2700 Cypress Creek Road, Suite D102
Fort Lauderdale, Florida 33309

With a Copy to: Kirstyn Estes, Assistant Controller
Maxim Healthcare Services, Inc.
7227 Lee Deforest Drive
Columbia, Maryland 21046

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. This notwithstanding, no such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all the assets or capital stock of a party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.23 **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.

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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 _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/19/14

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

MAXIM HEALTHCARE SERVICES, INC.

ATTEST:

By Kirstyn Co

_____, Secretary

-or-

Christine R. Lynne
Witness

[Signature]
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 Maryland

COUNTY OF Howard

The foregoing instrument was acknowledged before me this 17th day of June, 20 14 by Kirstyn Estes of

Name of Person

Maxim Healthcare Services, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

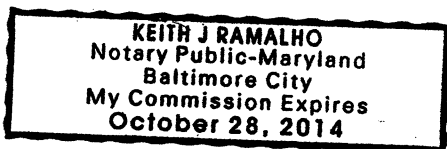
My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

Keith J. Ramalho
Printed Name of Notary

Notary's Commission No.



DELIVERABLESI. **HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.

- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.

- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be closed-toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLESII. **HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee's signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans will be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to school staff. All student health records will be filed in the student's cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. **HEALTHCARE SERVICES**

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES

III. HEALTHCARE SERVICES

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentsupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

MEDICAL STAFFING NETWORK HEALTHCARE, LLC

(hereinafter referred to as "VENDOR"),

whose principal place of business is
901 Yamato Road
Boca Raton, Florida 33431

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 10, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$29.00/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$29.00/hr.
2.03.3 Respiratory Therapists (RT)	\$28.00/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$16.00/hr.
2.03.5 Training	No Charge

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using All-Star Kids Rehab, Inc., Best Onsite Therapy Services, Inc. and Thera-Peds, Inc. as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) 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 work space in order to exercise the rights permitted under this section.

(e) 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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) 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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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: Medical Staffing Network Healthcare, LLC
Attn: Contracts Department
215 Shuman Blvd., Suite 405
Naperville, IL 60563
contracts@msnhealth.com

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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 _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

**MEDICAL STAFFING NETWORK
HEALTHCARE, LLC**

ATTEST:

By *Christine Bloom*
Christine Bloom, Director, Contract Services

M. T. [Signature] Secretary

Witness
Sevin G. Esner
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 ILLINOIS

COUNTY OF WILL

The foregoing instrument was acknowledged before me this 2nd day of
June, 2014 by CHRISTINE BLOOM of
Name of Person
MEDICAL STAFFING NETWORK HEALTHCARE, LLC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

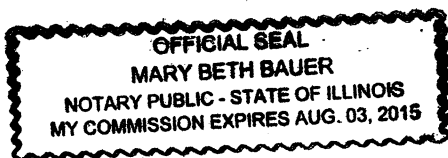
My Commission Expires:

Mary Beth Bauer
Signature - Notary Public

(SEAL)

Mary Beth Bauer
Printed Name of Notary

N/A
Notary's Commission No.



DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.
- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. **Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. **Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. **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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. **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 the Awardee(s).
- J. **Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. **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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. **Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. **SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLESI. **HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES**II. HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee's signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans will be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to school staff. All student health records will be filed in the student's cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES

III. HEALTHCARE SERVICES

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentsupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

NURSECARE, INC.

(hereinafter referred to as "VENDOR"),

whose principal place of business is

837 NE 20th Avenue

Fort Lauderdale, Florida 33304

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated March 28, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$45.00/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$32.00/hr.
2.03.3 Non-Licensed Assistive Healthcare Personnel	\$15.80/hr.
2.03.4 Training	*\$50.00/hr
(*) If SBBC provides all materials and no research; otherwise, the price will be \$75.00/hr.	

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using Sav-Quick Printing as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) 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 work space in order to exercise the rights permitted under this section.

(e) 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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) 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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) 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.

2.07 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: Vance Lee, Administrator
NurseCare, Inc.
837 NE 20th Avenue
Fort Lauderdale, Florida 33304

With a Copy to: Bradley Danyluk, President
NurseCare, Inc.
837 NE 20th Avenue
Fort Lauderdale, Florida 33304

2.08 Background Screening: VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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

FOR SBBC

(Corporate Seal)

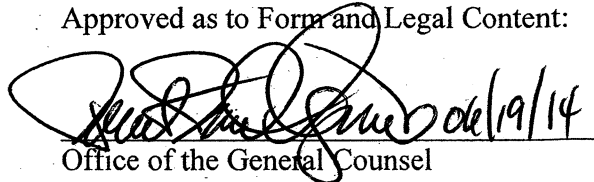
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

NURSECARE, INC.

ATTEST:

Bradley Danyluk
_____, Secretary
-or-

By BRADLEY DANYLUK

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 this 30th day of
MAY, 20 14 by BRADLEY DANYLUK of

Name of Person

NURSECARE, INC., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me ~~by produced~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
~~XXXXXXXXXX~~ and ~~did~~ did not first take an oath. AS

Type of Identification

My Commission Expires:

Signature – Notary Public

VANCE LEE

Printed Name of Notary

(SEAL)

Notary's Commission No.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.
- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.
- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES

II. HEALTHCARE DOCUMENTATION

- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee's signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans will be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to school staff. All student health records will be filed in the student's cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES

III. HEALTHCARE SERVICES

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentsupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

NURSE MENTORS, INC.
D/B/A NURSE MENTORS STAFFING REGISTRY
(hereinafter referred to as "VENDOR"),
whose principal place of business is
6151 Miramar Parkway, Suite 310
Miramar, Florida 33023

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 13, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 4, then;
- Third: Addendum No. 3, then;
- Fourth: Addendum No. 2, then;
- Fifth: Addendum No. 1, then;
- Sixth: RFP 15-012V, Healthcare Services then;
- Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$27.50/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$27.50/hr.
2.03.3 Respiratory Therapists (RT)	\$30.00/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$17.50/hr.
2.03.5 Training	No Charge

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A**.

2.05 **M/WBE Participation.** VENDOR is a Certified MWBE African-American, Miramar, Florida with SBBC, Certificate #7007-6975. VENDOR will also provide further M/WBE participation during its performance of services under this agreement by using Fusion Consulting Associates, LLC as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **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 work space in order to exercise the rights permitted under this section.

(e) **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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 **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: Nurse Mentors, Inc.
d/b/a Nurse Mentors Staffing Registry
6151 Miramar Parkway, Suite #310
Miramar, Florida 33023

2.08 **Background Screening:** VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 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.

3.12 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.

3.13 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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

FOR SBBC

(Corporate Seal)

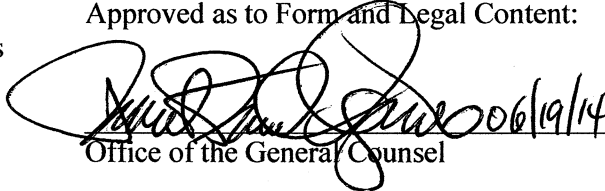
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

**NURSE MENTORS, INC.
D/B/A NURSE MENTORS STAFFING REGISTRY**

ATTEST:

By Gerda Williams

_____, Secretary

-or-

Violet Wright
Witness

Caroline Wright
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 this 25th day of May, 2014 by GERDA WILLIAMS of NURSE MENTORS REGISTRY, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me/or produced _____ as
identification and did/did not first take an oath. Type of Identification

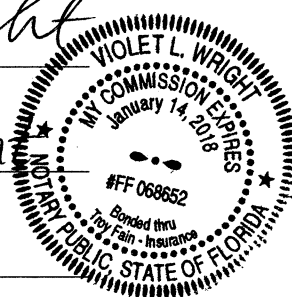
My Commission Expires:

Violet L. Wright
Signature – Notary Public

(SEAL)

Violet L. Wright
Printed Name of Notary

Jan. 14, 2018
Notary's Commission No.



DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.

- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.

- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See Section D, Attachment A)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES

II. HEALTHCARE DOCUMENTATION

- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee's signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans will be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to school staff. All student health records will be filed in the student's cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLESIII. **HEALTHCARE SERVICES**

- 5) Nebulizer treatments
 - 6) Catheterization
 - 7) Changing dressings
 - 8) G-Tube feeding
 - 9) Tracheotomy care
 - 10) Suctioning
 - 11) Caring for ventilator dependent children
 - 12) Training SBBC staff on various health procedures
 - 13) Use and administer oxygen
 - 14) Care of ventilator dependent children
 - 15) Training SBBC staff on various health procedures
 - 16) Case management of students with healthcare conditions
 - 17) Development of Individual Student Health Care Plans and Emergency Action Plans
 - 18) Meet State requirements of the School Health Plan
 - 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
 - 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - 21) Comply with all State and SBBC Core Health Services requirements
- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentssupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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
4300 N. University Drive, Suite F-102
Lauderhill, Florida 33351

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-012V – Healthcare Services (hereinafter referred to as "RFP"), dated March 14, 2014 and amended by Addendum No. 4, dated April 14, 2014, Addendum No. 3, dated April 11, 2014 and Addendum No. 2, dated April 9, 2014, Addendum No. 1, dated April 3, 2014 of which are incorporated by reference herein, for the purpose of receiving proposals for Title I educational services for private school students.

WHEREAS, VENDOR offered a proposal dated April 14, 2014 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, VENDOR shall provide healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) and in the areas of pediatric healthcare services, medical training and educational assistance to SBBC.

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing healthcare services to eligible students.

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 **date of award** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 4, then;
Third: Addendum No. 3, then;
Fourth: Addendum No. 2, then;
Fifth: Addendum No. 1, then;
Sixth: RFP 15-012V, Healthcare Services then;
Seventh: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.03.1 Registered Nurse (RN)	\$30.00/hr.
2.03.2 Licensed Practical Nurse (LPN)	\$28.00/hr.
2.03.3 Respiratory Therapists (RT)	\$30.00/hr.
2.03.4 Non-Licensed Assistive Healthcare Personnel	\$16.00/hr.
2.03.5 Training	No Charge

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment A.

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using GiaCare, Inc (staffing assistance) and Blue Hill Press, Inc. (printing services) and as set forth in VENDOR's proposal.

2.06 **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 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **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 work space in order to exercise the rights permitted under this section.

(e) **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 the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **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) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** 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 Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

ARTICLE 2 – SPECIAL CONDITIONS

(h) **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.

2.07 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: Lashawn McCray
Broward Children's Center
200 SE 19th Avenue
Pompano Beach, Florida 33060

With a Copy to: Marjorie Evans, CEO
Broward Children's Center
200 SE 19th Avenue
Pompano Beach, Florida 33060

2.08 Background Screening: VENDOR agrees to 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 in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.09 **Indemnification.** 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 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.

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 contract.

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.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all services rendered through the effective date of termination.

3.06 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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.

3.07 **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.

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

ARTICLE 3 – GENERAL CONDITIONS

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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.

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 _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/19/14
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SIERRA LIFECARE, INC.

ATTEST:

By Chad Rabone

_____, Secretary

-or-

Judith A. Perkins
Witness

Louise Steel
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 this 29th day of May, 2014 by Chad Rabone of Sierra Lifecare, Inc. on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is (personally known) to me or produced _____ as identification and did/did not first take an oath. Type of Identification

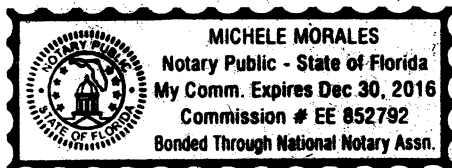
My Commission Expires:

Michele Morales
Signature – Notary Public

Michele Morales
Printed Name of Notary

EE852792
Notary's Commission No.

(SEAL)



DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

Awardee(s) shall maintain copies of any licensure and certification prior to placement of service and will provide copies of this licensure/certification to SBBC upon request. Awardee(s) shall provide healthcare services consistent with 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 Personnel:** Awardee(s) shall provide un-licensed assistive personnel and health support technicians who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.

- C. **Authorization of Medical Treatment:** An *Authorization for Medical Treatment Form* is required for the healthcare personnel to provide student specific medications, treatments and procedures. This form can be obtained through SBBC, Health Education Services Department website.

- D. **Medicaid Provider, Billing and Documentation:** Awardee(s) shall complete the required documentation for Medicaid billing for eligible students. Awardee(s) shall bill Medicaid as the first insurer for healthcare services for Medicaid eligible students

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student. Awardee(s) shall execute records in such a manner to be acceptable to Medicaid for eligible students. Awardee(s) shall provide a weekly invoice for services for each site, specifying the names of service providers, dates of service, beginning and ending hours, week number and the services provided. Invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC.)

- E. **Reports and Documentation:** Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, will 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. Awardee(s) shall complete Monthly Health Data Reports for assigned schools and submit to HES 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.

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Statement of Healthcare Services:** A statement of healthcare services (Weekly Sign-In Log) shall be rendered by the Awardee(s) for each site location specifying the name of service provider, dates of service, and the beginning and ending hours on a weekly basis. The Weekly Sign-In Log must be signed by a school administrator/designee and submitted with the invoice. Use the approved HES form or electronic media.
- G. Healthcare Supervision:** Awardee(s) will ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors will complete and submit Quality Improvement Reports to HES monthly and any documentation requested by the Director of Health Education Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program Awardee(s) will provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) Awardee(s) staff working in the School Health Room, the Awardee(s) will provide monthly visits by RN Supervisor with documentation of the visit submitted to HES.
- H. 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 personnel 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 request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectful, refuses to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.
- I. 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 the Awardee(s).
- J. Identification/Attire/Cell Phones:** It is mandatory that Awardee(s) 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. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- K. 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. Awardee(s) 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 and a school representative will verify hours by signature.
- L. Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days notice of any reduction and/or changes in the amount of services.
- M. SBBC's School Day Calendar:** Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Health Education Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>

DELIVERABLES**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- N. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services will 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. Health Education Services 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, will not be accepted and no cost shall be incurred by SBBC.
- O. **Billing Instructions and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and shall be submitted to: **SBBC, Health Education Services (HES), 1400 N.W. 14th Court, Fort Lauderdale, FL 33311.** Health Education Services will submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked; no minimum hours allowed. Awardee(s) must use the District approved Time Sheets shown in **Attachment J.**

Awardee(s) shall bill Medicaid for healthcare services for medically fragile Medicaid students assigned to them. (See **Section D, Attachment A**)

When invoicing SBBC, the invoice must contain a breakdown of hours billed to Medicaid and hours billed to SBBC. Awardee(s) must provide a weekly/monthly invoice of services for each site, with separate invoices for ESE students, 504 students, and Full Service schools and Basic schools. Invoices must include the names of service providers, dates of service, beginning and ending hours, week number and the type(s) of services provided. Execute records in such a manner to be acceptable to Medicaid for eligible students. Also include on each invoice the description of service provided such as ESE Diabetic, 504 Diabetic, RH/HST Cluster or ESE Medical Fragile. **DO NOT STAPLE INVOICES.**

SBBC will pay only those invoices, which are backed up with accompanying healthcare notes supporting services being billed. Response to invoice discrepancies from Awardee(s) must be submitted to HES within five business days from date of request, otherwise invoices will be paid as determined by HES and no future requests by Awardee(s) for additional payment will be honored. (Note: This special condition supersedes General Condition 7.19)

- II. **HEALTHCARE DOCUMENTATION:** Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time. These forms can be found on the Health Education Services Department's website: <http://www.browardhealthservices.com/forms/>

- 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.
- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is 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.

DELIVERABLES**II. HEALTHCARE DOCUMENTATION**

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for Awardee’s personnel to deliver medications and treatments to students.
- D) **Daily Diabetic Log:** Awardee(s) must use the “Daily Diabetic Log” for 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.
- E) **Healthcare Notes:** Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services. These notes must be submitted with each invoice. Awardee(s) must present clear documentation with the Awardee’s signature and discipline and a school representative signature for time in and time out.
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee’s RN. The plans will be placed in the student’s health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee’s RN and a copy provided to school staff. All student health records will be filed in the student’s cumulative health folder. Also, Awardee(s) 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:** Awardee(s) 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.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC “Daily Clinic Log” to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to HES.

III. HEALTHCARE SERVICES

- A) **Services:** Awardee(s) shall perform specified duties and services under the general supervision of school or center’s personnel. These duties may include, but are not limited to:
 - 1) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - 2) Administering medication – includes insulin, insulin pumps, etc.
 - 3) AED/CPR/First Aid
 - 4) Administration of emergency medication (for example, Epi-Pen, Glucagon, Diastat, etc.)

DELIVERABLES**III. HEALTHCARE SERVICES**

- 5) Nebulizer treatments
- 6) Catheterization
- 7) Changing dressings
- 8) G-Tube feeding
- 9) Tracheotomy care
- 10) Suctioning
- 11) Caring for ventilator dependent children
- 12) Training SBBC staff on various health procedures
- 13) Use and administer oxygen
- 14) Care of ventilator dependent children
- 15) Training SBBC staff on various health procedures
- 16) Case management of students with healthcare conditions
- 17) Development of Individual Student Health Care Plans and Emergency Action Plans
- 18) Meet State requirements of the School Health Plan
- 19) Provide orientation and updates on SBBC policies and procedures to Awardee licensed and unlicensed assistive personnel
- 20) Adhere to all SBBC Policies and Procedures for Healthcare Services
- 21) Comply with all State and SBBC Core Health Services requirements

- B) **Healthcare Services for the District:** Awardee(s) 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 HES staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
- C) **Authorization of Healthcare Services:** Awardee(s) will initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Health Education Services (HES) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify HES as soon as possible. The HSR Form can be obtained through SBBC, Health Education Services Department website:
<http://www.broward.k12.fl.us/studentssupport/healthedservices/html/FORMS.htm>
 Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.
- D) **Staff Development** –Awardee(s) will, at a minimum, send a representative to the School Board's health services workshops at least twice annually.